NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 10TH, 2016
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 – 11)

5. Discuss, consider, and take appropriate action on a line item transfer for Department of Public Safety.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	2,800.00
To	0100.0562.002030	Insurance	2,800.00

6. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through destruction including (5) Bullet Proof Police Vests (list attached) pursuant to Tx. Local Gov't code 263.152

7. Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction including (1) Dell computer (1) Metal desk and (1) 2008 Black Dodge Durango (list attached) pursuant to Tx. Local Gov't Code 263.152.

8. Discuss, consider, and take appropriate action on authorizing the disposal of (1) 2011 White Chevrolet 2500 Crew Cab (form attached) through insurance claim pursuant to Tx. Local Gov't code 263.152.

9. Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Construction Observation and Materials Testing Engineering Services, being dated December 3, 2015, (the “Contract”) by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Geotechnical Group of Austin, Inc. (the "Engineer").

10. Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Alliance Geotechnical Group of Austin Inc and Williamson County dated December 3, 2015 for Construction Observation and Material Testing Engineering Services for the Wilco Exposition Center Project for Williamson County Road and Bridge.

11. Discuss, consider, and take appropriate action on approval of the final plat for the Guzman subdivision - Pct 4

REGULAR AGENDA

12. Discuss, consider and take appropriate action on a proclamation for Natural Preservation Month.

13. Discuss, consider and take appropriate action on approving current positions for 395th District Court of 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 the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for CR 258, a Road Bond Project in Commissioner Pct. 2.

16. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Southwest Bypass Driveways, a Road Bond Project in Commissioner Pct. 3.

17. Discuss, consider and take appropriate action authorizing the County Judge to execute a real estate contract with Beverly Carlson Thompson for 0.954 AC on Inner Loop.

18. Discuss, consider and take appropriate action on a Real Estate Contract with Joseph Morton Jr. for ROW needed on CR 110 S. (PARCEL 40S)

19. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Round Rock regarding the Oak Bluff Drainage Project.

20. Discuss, consider and take appropriate action on an Utility Relocation and Joint Use Agreement with the City of Georgetown regarding CR 258.

21. Please discuss, consider and take appropriate action with regard to the District Attorney's request for a non-paid reserve investigator.

22. Discuss, consider and take appropriate action on LCRA’s proposed Leander to Round Rock 138-KV Transmission Line Project, with such action including but, not limited to authorizing the filing as an intervenor in PUC Docket No. 45866 - LCRA Transmissions Services Corporation (“LCRA”) Application to Amend its Certificate of Convenience and Necessity.

23. Discuss, consider and take appropriate action regarding the engagement of Bracewell LLP to represent Williamson County and the remaining named defendants in the suit 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; and approval of the exemption of those attorney services from the competitive proposal/bid procedures of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

24. Discuss, consider and take appropriate action to approve the jail use agreement with Moving Works.

25. Discuss, consider and take appropriate action on appointing Sherry Rhoden to serve on the Williamson County Child Welfare Board with her term to commence immediately and to expire on Dec. 31st, 2018.

26. Discuss and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2016 Swim Season, as provided and approved by the Williamson County Engineer.

27. Discuss, consider and take appropriate action on Professional Services Agreement with Tyler Technologies, Inc. for Child Support Conversion Services.

28. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL014C Damage Roads

29. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL017C Damage Roads.

30. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL023C Damage Roads.

31. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL011C Damage Roads.

32. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for Engineering Design Services for Replacement of Culvert Crossings in Williamson County, RFQ # 1604-073.

33. Discuss, consider, and take appropriate action on authorizing Purchasing to advertise and receive bids for Bid 1604 068, Forest North Residential Drainage Improvements.

34. Discus, consider, and take appropriate action on approving agreement between McGriff, Seibels & Williams of Texas, Inc. and Williamson County for Risk/Insurance Management/Consulting Services per NCPA contract #12-15.

35. Discuss, consider, and take appropriate action on awarding bid 1603-062, County Road 258 Phase 2 for Williamson County to the lowest, best bidder, Chasco Constructors.
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36. Discuss, consider, and take appropriate action on awarding bid 1603-064, Arterial H Phase 1 for Williamson County to the lowest, best bidder, Patin Construction, LLC.

37. Discuss, consider, and take appropriate action on approving service contract and purchase for services regarding 2015 Annual HIPPA Security Risk Assessment Findings between SHI, Inc. and Williamson County Information Technology per DIR contract DIR SDD 2188 for the total purchase amount of $28,480.00.

38. Discuss, consider, and take appropriate action on approving purchase of horse stalls for Williamson County Expo per TIPS contract 2112014 between Williamson County Parks and Priefert Ranch Equipment for the total purchase amount of $107,980.00.

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)."

39. 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

40. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)
A. Real Estate Owned by Third Parties
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: SW Bypass
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: Arterial H.
l) Discuss the acquisition of real property for County Facilities.
m) Discuss the acquisition of real property for the Williamson County Expo Center.
n) Discuss the acquisition of Easement interests on CR 240.
o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.
q) Discuss the acquisition of real property from the Andice Cemetery.
r) Discuss the acquisition of easements on the Forest North project.
s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.
c) Discuss possible sale of 183 A excess right of way
d) Discuss proposed sale of real estate of Blue Springs Blvd
e) Discuss abandonment of CR359.
f) Discuss proposed sale of an easement to Enterprise Crude Pipeline LLC.

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

41. 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) 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
k) 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
l) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
m) 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
n) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
o) Employment law and regulations relating to court reporters.
p) Jessica Smith claim
q) Claims of Texas Association for Children and Families
r) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
s) Legislative changes to firearms laws and possession of firearms on county property
t) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
u) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
v) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division
w) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
x) Notice of claim and demand of Morgan Lee Roach.
y) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
z) Courthouse victims displays
aa) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project

bb) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).

42. 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).

REGULAR AGENDA (continued)

43. Discuss and take appropriate action concerning economic development.

44. Discuss and take appropriate action concerning real estate.

45. 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) 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
k) 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
l) 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
m) 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
n) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
o) Employment law and regulations relating to court reporters.
p) Jessica Smith claim
q) Claims of Texas Association for Children and Families
r) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
s) 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.
t) RQ-0061-KP – Request for Opinion Relating to Duty of County to Maintain Sidewalks and legal obligations relating to Sidewalks
u) Civil Action No. A-14-CV-986-DAE, Walter Chad Troutman v. Williamson County and its Sheriff's Department, In The United States District Court For The Western District Of Texas, Austin Division

v) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
w) Notice of claim and demand of Morgan Lee Roach.
x) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
y) Courthouse victims displays
z) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project

46. 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.

47. Discuss, consider, and take appropriate action regarding the handling, including but not limited to, the negotiating and approval of settlement offers, of subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).

48. Comments from Commissioners.

_____
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: 05/10/2016

LIT

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for Department of Public Safety.

Background

A transfer was on the agenda a few months ago moving monies and fringe into temp. labor. The insurance funding was inadvertently moved and needs to be transferred back.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	2,800.00
To	0100.0562.002030	Insurance	2,800.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	05/05/2016 12:05 PM
Form Started By: Rebecca Clemons		Started On: 05/05/2016 11:55 AM
Final Approval Date: 05/05/2016		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/10/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, 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 (5) Bullet Proof Police Vests (list attached) pursuant to Tx. Local Gov't code 263.152

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 11:22 AM
Form Started By: Jayme Jasso		Started On: 05/04/2016 04:20 PM
Final Approval Date: 05/05/2016		

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print 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)
1	ABA BACK	1053158		Working
1	POINT BLANK FRONT	0501176199		Working
1	POINT BLANK BACK	0501176198		Working
1	ABA FRONT	08039019		Working
1	ABA BACK	08039020		Working

Parties involved:

FROM (Transferor Department): Constable Pct. 3

Transferor - Elected Official/Department Head/ Authorized Staff:

Theresa Lock
Print Name

Signature

04/26/16
Date

Contact Person:

Theresa Lock
Print Name

943-1436
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.)

Print Name

Signature

Date

Contact Person: RECEIVED

Print Name APR 26 2016

Phone Number

WILLIAMSON COUNTY, TEXAS

* 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 **7.**

Meeting Date: 05/10/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county assets through auction including (1) Dell computer (1) Metal desk and (1) 2008 Black Dodge Durango (list attached) pursuant to Tx. Local Gov't Code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 11:22 AM
Form Started By: Jayme Jasso		Started On: 05/05/2016 08:31 AM
Final Approval Date: 05/05/2016		

FrmAudASCF01 revision 07/2014

Print Form

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)
1	Optiplex 740	7C4K4K1		working

APR 29 2016

Parties involved:

FROM (Transferor Department): ITS

Transferor - Elected Official/Department Head/ Authorized Staff:

Tammy McCulley
Print Name

Tammy McCulley 4-27-16
Signature Date

Contact Person:

Tony Hill
Print Name

942-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

* 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 _____

lisa moore + Melanie den

FrmAudASCF01 revision 07/2014

Williamson County

Asset Status Change Form

Print 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)
1	38+9" tan metal sides w/ wood top. 2 drawer desk	unknown.		working

Parties involved:

FROM (Transferor Department): (Dept # 0477) Indigent Defense Dept / 2nd Floor. Justice Center Rm # 293

Transferor - Elected Official/Department Head/ Authorized Staff: Magistrate Dept

Tom Bastes.
Print Name

Signature 4/26/16 Date

Contact Person:

Teri Miller
Print Name

512. 943-1496
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Auction

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number APR 26 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 _____

Williamson County
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1D8HD38N28F123138	560	SB0808
Vehicle Identification Number	Department	Door Number

FGC4882	2008	DODGE	DURANGO	BLACK
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report
2. The Official Accident Report
3. A Vehicle Insurance / Litigation Form

APR 29 2016

☒ High Mileage: List actual mileage 125,599

☐ Not mechanically sound

☐ Other: Explain

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature L.C. Marshall Date 4-14-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

X SALE at the earliest auction

SALVAGE for parts

TRADE-IN for new assets of same general type for the county

SALE to a government entity / civil or charitable organization in the county at fair market value

TRANSFER between county departments

Other

Print Name R Rodgers Signature [signature] Date 4/18/16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: [signature]

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session **8.**

Meeting Date: 05/10/2016

Asset Transfer

Submitted For: Max Bricka **Submitted By:** Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of (1) 2011 White Chevrolet 2500 Crew Cab (form attached) through insurance claim pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 11:22 AM
Form Started By: Jayme Jasso		Started On: 05/05/2016 08:43 AM
Final Approval Date: 05/05/2016		

Williamson County
Vehicle Status Change Form

To be completed by **department** releasing vehicle:

1) Identify Vehicle:

1GC1KVCG4BF192561	560	SB1157
Vehicle Identification Number	Department	Door Number

1123905	2011	CHEVROLET	2500 CREW CAB	WHITE
License Plate Number	Year	Make	Model	Color

2) Reason for Status Change:

☒ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report

2. The Official Accident Report APR 29 2016

3. A Vehicle Insurance / Litigation Form (To be completed by H.R.)

☐ High Mileage: List actual mileage 105,500

☐ Not mechanically sound

☐ Other: Explain Totaled Vehicle: Sale to Insurance Company

3) Elected Official/Department Head/Authorized Staff

Print Name L.C. 'Tony' Marshall Signature J C Marshall Date 4-14-16

To be completed by **Fleet Services Manager:**

1) Method of Status Change: This vehicle is to be considered for: (Select one)

- X SALE at the earliest auction
- ○ SALVAGE for parts
- ○ TRADE-IN for new assets of same general type for the county
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value
- ○ TRANSFER between county departments
- ○ Other

Print Name R Rodgers Signature R Rodgers Date 4/20/16

To be completed by **Human Resources Analyst:**

All applicable accident paperwork has been received and there is no litigation pending on this unit. It has been cleared for retirement.

HR Release Authorization: Tonya Kemp

To be completed by **Budget Office** (only for transfers):

Transfer has been reviewed and approved:

Signature:

All forms must be routed to the County Auditor's Office once the final authorization and approval have been received.

Commissioners Court - Regular Session **9.**

Meeting Date: 05/10/2016

Amendment Number 1 with Alliance Geotechnical Group of Austin Inc

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Amendment No. 1 to Williamson County Contract for Construction Observation and Materials Testing Engineering Services, being dated December 3, 2015, (the “Contract”) by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Geotechnical Group of Austin, Inc. (the "Engineer").

Background

Exhibit D - Rate Schedule of the executed Contract failed to include the entire rate schedule. This Amendment is to include the entire rate schedule as originally proposed by the Engineer.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment No. 1 with Alliance Geotechnical Group of Austin Inc

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Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2016 02:27 PM
Form Started By: Sarah Ramos		Started On: 05/04/2016 01:07 PM
Final Approval Date: 05/04/2016		

AMENDMENT NO. 1
TO WILLIAMSON COUNTY CONTRACT FOR CONSTRUCTION OBSERVATION AND MATERIALS TESTING ENGINEERING SERVICES

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Amendment No. 1 to Williamson County Contract for Construction Observation and Materials Testing Engineering Services, being dated December 3, 2015, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Alliance Geotechnical Group of Austin, Inc. (the "Engineer").

RECITALS

WHEREAS, Exhibit D – Rate Schedule of the Contract failed to include the entire rate schedule as originally proposed by the Engineer; and

WHEREAS, it has become necessary to amend the Contract in order to set forth the entire rate schedule.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that said Contract is amended as follows:

I. The original Exhibit D – Rate Schedule of the Contract is hereby supplanted and replaced by the attached revised Exhibit D – Rate Schedule.

II. All other provisions of the Contract and any previously issued amendments and/or work authorizations are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Amendment No. 1.

Alliance Geotechnical Group of Austin, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
Wayne A. Eddins	_____
Printed Name	Printed Name
Managing Partner	_____
Title	Title
4/28/14	_____
Date	Date

EXHIBIT D

RATE SCHEDULE

ALLIANCE GEOTECHNICAL GROUP
of Austin, Inc.

WILLIAMSON COUNTY EXPO CENTER UNIT RATE SHEET - 2015

Personnel	Unit	Reg. Hr. Rate	O.T. Rate
Principal	Hr.	$ 195.00	
Senior Professional Engineer	Hr.	$ 195.00	
Professional Engineer	Hr.	$ 130.00	
Project Manager	Hr.	$ 95.00	
Laboratory Manager	Hr.	$ 95.00	
Engineer In Training (E.I.T.)	Hr.	$ 85.00	
Certified Welding Inspector (CWI)	Hr.	$ 85.00	
TxDOT Level I-A	Hr.	$ 56.00	$ 70.00
TxDOT Level 1-B	Hr.	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
Administrative Assistant	Hr.	$ 48.00	
Project Engineer - Report Review	Rept.	$ 25.00	
Vehicle Charge	Trip	$ 30.00	
Vehicle Charge	Day	$ 50.00	

Testing Services - Soils	Unit	Unit Rate
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Tex 114-E Proctor	Ea.	$ 250.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	$ 75.00
In-Place Density Tests (Tex 115-E)	Ea.	$ 20.00
Hydrometer Analysis (AASHTO T-88)	Ea.	$ 450.00
Soil pH (Tex 128-E)	Ea.	$ 50.00
Permeability of Soil	Ea.	$ 350.00
Linear Bar Shrinkage	Ea.	$ 75.00

Testing Services - Concrete	Unit	Unit Rate
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	$ 80.00
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	$ 80.00
Unit Weight (Tex 404-A)	Ea.	$ 75.00
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	$ 75.00
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	$ 85.00
Los Angeles Abrasion Test (Tex 410-A)	Ea.	$ 350.00
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	$ 18.00
Concrete Flexural Beam Strength Test (Tex 419-A)	Ea.	$ 25.00
2" x 2" Mortar Cubes	Ea.	$ 16.00
3.25" x 6.25" Grout Prisms	Ea.	$ 16.00
CMU Block Prism Testing	Ea.	$ 350.00

ALLIANCE GEOTECHNICAL GROUP
of Austin, Inc.

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	Unit	Unit Rate
Sample Preparation	Ea.	$ 50.00
Gradation (Tex 210-F, Part 1 & 2)	Ea.	$ 200.00
Hamburg Wheel (Tex 242-F)	Ea.	$ 600.00
Extraction/Gradation (Tex 236-F)	Ea.	$ 225.00
Mixing (Tex 205-F)	Set of 3	$ 75.00
HVEEM Stability (Tex 207-F, Tex 208-F)	Set of 3	$ 50.00
Laboratory Molded Density (Tex 207-F, Part1)	Set of 3	$ 45.00
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	Ea.	$ 60.00
Thickness (Tex 140-E)	Ea.	$ 50.00
% Air Voids - In Place	Ea.	$ 75.00
% Theoretical Density - In Place	Ea.	$ 75.00
Moisture Content (Tex 212-F)	Ea.	$ 25.00
Coring Rig / Core Bit Charge	Ea.	$ 175.00
6" Φ Core Including Patching & Sample Prep up to 6" Thick	In.	$ 90.00
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	In.	$ 105.00
3" Φ Core(Per Inch)	In.	$ 5.00
4" Φ Core(Per Inch)	In.	$ 6.00
6" Φ Core(Per Inch)	In.	$ 8.00

Laboratory Testing Services - Flexible Base Material	Unit	Unit Rate
Tex 113-E Proctor	Ea.	$ 300.00
Sample Preparation (Tex 101-E)	Ea.	$ 50.00
Atterberg Limits	Ea.	$ 75.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Thickness (Tex 140-E)	Ea.	$ 50.00
Wet Ball Mill Test (Tex 116-E)	Ea.	$ 250.00
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	Ea.	$ 2,250.00

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.

2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup outside of Williamson County may apply.

3. Project Engineer to review/evaluate/sign and seal reports will be billed at $25/Report

4. Additional tests not specified in this proposal will be quoted upon request.

5. **This proposal does not include any costs associated with stand-by, non-readiness charges, and/or trips for re-tests of the previous failing tests.**

6. An additional charge will be made for shop inspections made outside of Williamson County.
   A per diem charge of $120.00 will be charged for any inspections that will require an overnite stay.

Commissioners Court - Regular Session **10.**

Meeting Date: 05/10/2016

Work Authorization number 2 with Alliance Geotechnical Group of Austin Inc

Submitted For: Robert Daigh **Submitted By:** Sarah Ramos, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Receive and acknowledge Work Authorization No. 2 under Williamson County Contract for Engineering Services between Alliance Geotechnical Group of Austin Inc and Williamson County dated December 3, 2015 for Construction Observation and Material Testing Engineering Services for the Wilco Exposition Center Project for Williamson County Road and Bridge.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WA#2 - Geotech - Alliance

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2016 02:27 PM
Form Started By: Sarah Ramos		Started On: 05/04/2016 01:20 PM
Final Approval Date: 05/04/2016		

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 2

PROJECT: Construction Observation and Material Testing Engineering Services for the Williamson County Exposition Center Project

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 3, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Alliance Geotechnical Group of Austin Inc.** (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$15,000**.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **October31, 2016**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this 28th day of APRIL, 2016

ENGINEER:	COUNTY:
Alliance Geotechnical Group of Austin Inc.	Williamson County, Texas
By: _____	By: _____
Signature	Signature
WAYNE A. EDDINS	_____
Printed Name	Printed Name
MANAGING PARTNER	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will provide project management.
2. County will provide a single point of contact, to be identified upon Notice to Proceed.

Attachment B - Services to be Provided by Engineer

The scope of services to be provided by the Engineer is as defined in the enclosed April 22, 1016 letter from Alliance Geotechnical. The Engineer shall provide construction observation and materials testing services on the Taylor Exposition Center required by Chapter 17 of the International Building Code (2012 Edition), the plans and specifications of the Project and as directed by the County.

ALLIANCE GEOTECHNICAL GROUP
of Austin, Inc.

• Geotechnical Engineering
• Environmental Consulting
• Construction Materials Engineering and Testing

April 22, 2016

Williamson County Commissioners Court
Attn: Mr. Robert B. Daigh, P.E., Senior Director of Infrastructure
3151 SE Inner Loop
Georgetown, Texas 78626

Re: WILCO / Taylor Exposition Center
Taylor, Texas
Alliance Geotechnical Group of Austin Project No. AC15-1202

Dear Mr. Daigh:

The attached proposal and anticipated scope of work are submitted for your review. It is anticipated the scope of work to be covered by Work Authorization #2 will include the following:

- Flexible Base Material Testing
- Reinforcing Steel Inspection
- Concrete Testing
- Mortar and Grout Testing
- Structural Steel Inspection

If there are question regarding the information included in this submittal, please contact the undersigned at your convenience. We appreciate the opportunity to be of continued service to Williamson County.

Respectfully,

Alliance Geotechnical Group of Austin, Inc.
TBPE Firm No. 11290

Wayne A. Eddins
Managing Partner

Attach: Exhibit B

Dist: Williamson County – Mr. Robert B. Daigh, P.E.
Mr. Dale Butler, Project Manager

WAE/hk

z;data/documents/proposals/CMT/2015/ACA15-1202/WA#2/Cover.doc

200 Mustang Cove • Taylor, Texas 76574
Tel: 512-281-4688 • Fax: 512-281-4191

Project Name:	**Williamson County Exposition Center**
Project Number:	**AC15-1202**
Estimated Budget:	**$38,637.00**
Date:	**April 22, 2016**

I SECTION 31 00 00 - EARTHWORK

(Estimate 50 production days to complete cuts, construct building pads and construct earthen berms
(Estimate 30 miscellaneous trips for density testing (utility backfill, culvert backfill, utility tie-ins, manholes, etc.)

2	Moisture/Density Relationships (TEX 113-E)	@	$300.00	/test	$	600.00	
2	Moisture/Density Relationships (TEX 114-E)	@	$250.00	/test	$	500.00	
2	Atterberg Limits (TEX 104-E, TEX 106-E)	@	$75.00	/test	$	150.00	
2	Moisture Content Tests (TEX 103-E)	@	$15.00	/test	$	30.00	
2	Gradation (TEX 110-E)	@	$75.00	/test	$	150.00	
75	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	1,500.00	
25	Vehicle Charges	@	$30.00	trip	$	750.00	
25	NICET Certified Technician Reg. Hours	@	$48.00	/hour	$	1,200.00	
5	NICET Certified Technician OT Hours	@	$60.00	/hour	$	300.00	
8	NICET Certified Technician Saturday OT Hours	@	$75.00	/hour	$	600.00	
5	Administrative/Clerical	@	$48.00	/hour	$	240.00	
5	Project Manager Hours	@	$95.00	/hour	$	475.00	
10	Engineering Oversight/Report Review	@	$25.00	/report	$	250.00	
				Sub-Total	**$**	**6,745.00**	$6,745.00

II SECTION 31 00 00 - SITE CONCRETE

(Estimate 15 Misc. Placements for pavements, sidewalks, wing walls, etc.)
(Estimate approximately 750-900 cy site concrete)
(Estimate 35 Sets of 4 Cylinders each w/ Air, Slump, Temp)
(Estimate 10" Flexible Base beneath pavement & sidewalks)
(Estimate 3,500 lf of curb placements, 10 placements, 2 hours/placement 4 cylinders/placement)

16	Concrete Cylinders	@	$16.00	/each	$	256.00	
4	Air Content, Slump, Temp (TEX 414-1, 415-1 and 418-1)	@	$20.00	/each	$	80.00	
10	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	200.00	
0	Wet Ball Mill (TEX 116-E)	@	$350.00	/each	$	-	
0	Triaxial (TEX 117-E, TEX 118-E, TEX 131-E)	@	$1,500.00	/each	$	-	
12	NICET Certified Technician Density Testing	@	$48.00	/hour	$	576.00	
12	ACI Certified Tech. Reg. Hours (Casting & Sample p/up)	@	$48.00	/hour	$	576.00	
8	Reinforced Concrete Certified Tech (Reinforcing Steel Insp.)	@	$48.00	/hour	$	384.00	
4	Vehicle Charges (including cyl. p/up)	@	$30.00	trip	$	120.00	
4	Administrative/Clerical	@	$48.00	/hour	$	192.00	
2	Project Manager Hours	@	$95.00	/hour	$	190.00	
4	Engineering Oversight/Report Review	@	$25.00	/report	$	100.00	
				Sub-Total	**$**	**2,674.00**	$2,674.00

III SECTION 31 00 00 - ASPHALT PAVEMENT

(Estimate 68,000 sf of Asphalt Pavement Base Bid & Alt. 17)
(Estimate 68,000 sf of Flexible Base layer, total of 10" / 2 Lifts & 4 Trips per lift)
(Estimate 3 Days of Laydown Operations)

16	NICET Certified Technician Density Testing	@	$48.00	/hour	$	768.00	
24	TxDOT I-A Certified Technician (Reg. Hrs.)	@	$56.00	/hour	$	1,344.00	
8	TxDOT I-A Certified Technician (OT Hrs.)	@	$70.00	/hour	$	560.00	
24	TxDOT I-B Certified Technician (Reg. Hrs.)	@	$56.00	/hour	$	1,344.00	
8	TxDOT I-B Certified Technician (OT Hrs.)	@	$70.00	/hour	$	560.00	
75	In Place Density Tests (TEX 115-E)	@	$20.00	/each	$	1,500.00	
2	Extraction/Gradation (TEX 210-F, TEX 210-F, Part II)	@	$175.00	/each	$	350.00	
0	Hamburg Wheel (TEX 242-F)	@	$600.00	/each	$	-	
3	Maximum Theoretical (Rice) Gravity (TEX 227-F)	@	$60.00	/each	$	180.00	
3	Lab Density & Stability, Set of 3 (TEX 207-F, TEX 208-F)	@	$50.00	/set	$	150.00	
10	In-Place HMA Thickness/Density (TEX 140-E)	@	$50.00	/each	$	500.00	
12	Vehicle Charges	@	$30.00	trip	$	360.00	
4	Administrative/Clerical	@	$48.00	/hour	$	192.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
12	Engineering Oversight/Report Review	@	$25.00	/report	$	300.00	
				Sub-Total	**$**	**8,488.00**	$8,488.00

IV SECTION 03 30 00 - CAST-IN- PLACE STRUCTURAL CONCRETE

(Estimate 35,000 (+/-) SF of 6" Concrete Slabs on Ground in Base Bid)
(Estimate 82,000 (+/-) SF of 4" & 6" Concrete Slabs on Ground in Add Alt. Bid Items)
(Estimate 4 cyls./75 CY or fraction thereof)
(Estimate 1,500 cy (+/-) Concrete
(Estimate total of 8 Concrete Slab Placements)
(Estimate 12 Concrete Placements for Footings @ 2 Hrs. & 4 Cylinders Ea.)

12	Concrete Cylinders for Slabs/Beams	@	$18.00	/test	$	216.00	
12	Concrete Cylinders for Concrete Footings	@	$18.00	/test	$	216.00	
24	ACI Certified Technician Hours (Reg.)	@	$48.00	/hour	$	1,152.00	
5	ACI Certified Technician Hours (O.T.)	@	$60.00	/hour	$	300.00	
8	ICC Certified Structural Reinforced Concrete Tech. (Reg.)	@	$48.00	/hour	$	384.00	
8	Vehicle Charges (Including Cylinder p/up)	@	$30.00	/trip	$	240.00	
4	Administrative/Clerical	@	$48.00	/hour	$	192.00	
0	Project Engineer Hours for Mix Design Reviews	@	$130.00	/hour	$	-	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
8	Engineering Oversight/Report Review	@	$25.00	/report	$	200.00	
				Sub-Total	**$**	**3,280.00**	$3,280.00

V SECTION 04 05 13 MORTAR & GROUT

(Estimate 30 Production Days for CMU Block Installation)
(Estimate 3 Mortar Cubes & 4 Grout Cubes per day's production)

90	Mortar Cubes	@	$16.00	/each	$	1,440.00	
120	Grout Cubes	@	$16.00	/each	$	1,920.00	
50	NICET Certified Tech. Hours (Reg.) including Reinf. Steel	@	$48.00	/hour	$	2,400.00	
30	Vehicle Charges - including sample pick-up	@	$30.00	/trip	$	900.00	
15	Administrative/Clerical	@	$48.00	/hour	$	720.00	
10	Project Manager Hours	@	$95.00	/hour	$	950.00	
60	Engineering Oversight/Report Review	@	$25.00	/report	$	1,500.00	
				Sub-Total	**$**	**9,830.00**	$9,830.00

VI SECTION 05 12 00 - STRUCTURAL STEEL WELDING/BOLTING INSPECTIONS (Periodic - as scheduled)

(Estimate 10 Trips to the site, 5 hours per trip)

50	CWI (Sub-Consultant) Hours	@	$85.00	/hour	$	4,250.00	
10	Vehicle Charges (Sub-Consultant)	@	$55.00	/trip	$	550.00	
5	Administrative/Clerical	@	$48.00	/hour	$	240.00	
4	Project Manager Hours	@	$95.00	/hour	$	380.00	
10	Engineering Oversight/Report Review	@	$25.00	/report	$	250.00	
				Sub-Total	**$**	**5,670.00**	$5,670.00

VII PROJECT OVERSIGHT

10	Project Principal Hours	@	$195.00	/hour	$	1,950.00	$ 1,950.00

TOTAL **$38,637.00**

NOTES:

1. Overtime rates of 1.25 times the regular hourly rate will be charged for hours worked over eight (8) hours per day Monday thru Friday or any time before 7:00 a.m. or after 5:00 p.m. Service performed on Saturdays and Sundays will be billed at 1.5 times the regular hourly rate. Services performed on recognized holidays will be billed at 2.0 times the regular hourly rate.
2. All laboratory test fees are F.O.B. our laboratory; additional charge for sample pickup outside of Williamson County may apply.
3. Project Engineer to review/evaluate/sign and seal reports will be billed at $25/Report
4. Additional tests not specified in this proposal will be quoted upon request.
5. **This proposal does not include any costs associated with stand-by, non-readiness charges, and/or trips for re-tests of the previous failing tests.**
6. An additional charge will be made for shop inspections made outside of Williamson County. A per diem charge of $120.00 will be charged for any inspections that will require an overnite stay.

Attachment C - Work Schedule

Work will be completed within the next year.

Attachment D - Fee Schedule

WILLIAMSON COUNTY EXPO CENTER UNIT RATE SHEET - 2015

Personnel	Unit	Reg. Hr. Rate	O.T. Rate
Principal	Hr.	$ 195.00	
Senior Professional Engineer	Hr.	$ 195.00	
Professional Engineer	Hr.	$ 130.00	
Project Manager	Hr.	$ 95.00	
Laboratory Manager	Hr.	$ 95.00	
Engineer In Training (E.I.T.)	Hr.	$ 85.00	
Certified Welding Inspector (CWI)	Hr.	$ 85.00	
TxDOT Level I-A	Hr.	$ 56.00	$ 70.00
TxDOT Level I-B	Hr.	$ 56.00	$ 70.00
NICET Certified Soils/Concrete Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
ACI Certified Strength Testing or Aggregate Testing Technician (C.E.T.)	Hr.	$ 48.00	$ 60.00
Administrative Assistant	Hr.	$ 48.00	
Project Engineer - Report Review	Rept.	$ 25.00	
Vehicle Charge	Trip	$ 30.00	
Vehicle Charge	Day	$ 50.00	

Testing Services - Soils	Unit	Unit Rate
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Tex 114-E Proctor	Ea.	$ 250.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Atterberg Limits (Tex 104-E, Tex 105-E, Tex 106-E)	Ea.	$ 75.00
In-Place Density Tests (Tex 115-E)	Ea.	$ 20.00
Hydrometer Analysis (AASHTO T-88)	Ea.	$ 450.00
Soil pH (Tex 128-E)	Ea.	$ 50.00
Permeability of Soil	Ea.	$ 350.00
Linear Bar Shrinkage	Ea.	$ 75.00

Testing Services - Concrete	Unit	Unit Rate
Sieve Analysis of Fine & Coarse Aggregate (Tex 401-A, Tex 402-A)	Ea.	$ 80.00
SSD Specific Gravity and Absorption of Aggregates (Tex 403-A)	Ea.	$ 80.00
Unit Weight (Tex 404-A)	Ea.	$ 75.00
Material Finer than No. 200 Sieve Analysis (Tex 406-A)	Ea.	$ 75.00
Organic Impurities in Fine Aggregate (Tex 408-A)	Ea.	$ 85.00
Los Angeles Abrasion Test (Tex 410-A)	Ea.	$ 350.00
Concrete Cylinder Compressive Strength (Tex 418-A)	Ea.	$ 18.00
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3.25" x 6.25" Grout Prisms	Ea.	$ 16.00
CMU Block Prism Testing	Ea.	$ 350.00

Testing Services - Hot Mixed Asphaltic Concrete (HMAC)	Unit	Unit Rate
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Extraction/Gradation (Tex 236-F)	Ea.	$ 225.00
Mixing (Tex 205-F)	Set of 3	$ 75.00
HVEEM Stability (Tex 207-F, Tex 208-F)	Set of 3	$ 50.00
Laboratory Molded Density (Tex 207-F, Part1)	Set of 3	$ 45.00
Max Theoretical (Rice) Specific Gravity (Tex 227-F)	Ea.	$ 60.00
Thickness (Tex 140-E)	Ea.	$ 50.00
% Air Voids - In Place	Ea.	$ 75.00
% Theoretical Density - In Place	Ea.	$ 75.00
Moisture Content (Tex 212-F)	Ea.	$ 25.00
Coring Rig / Core Bit Charge	Ea.	$ 175.00
6" ϕ Core Including Patching & Sample Prep up to 6" Thick	In.	$ 90.00
6" Φ Core Including Patching & Sample Prep from 6" to 10" Thick	In.	$ 105.00
3" Φ Core(Per Inch)	In.	$ 5.00
4" Φ Core(Per Inch)	In.	$ 6.00
6" Φ Core(Per Inch)	In.	$ 8.00

Laboratory Testing Services - Flexible Base Material	Unit	Unit Rate
Tex 113-E Proctor	Ea.	$ 300.00
Sample Preparation (Tex 101-E)	Ea.	$ 50.00
Atterberg Limits	Ea.	$ 75.00
Sieve Analysis (Tex 110-E, Pt. 1 Dry)	Ea.	$ 50.00
Sieve Analysis (Tex 110-E, Pt. 2 Wet)	Ea.	$ 80.00
Moisture Content (Tex 103-E)	Ea.	$ 20.00
Thickness (Tex 140-E)	Ea.	$ 50.00
Wet Ball Mill Test (Tex 116-E)	Ea.	$ 250.00
Texas Triaxial (Tex 117-E, Tex 118-E, Tex 131-E)	Ea.	$ 2,250.00

Commissioners Court - Regular Session **11.**

Meeting Date: 05/10/2016

Discuss consider and take appropriate action on approval of the final plat for the Guzman subdivision - Pct 4

Submitted For: Joe England **Submitted By:** Katheryn Cromwell, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Guzman subdivision - Pct 4

Background

This development consists of one single family lot and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

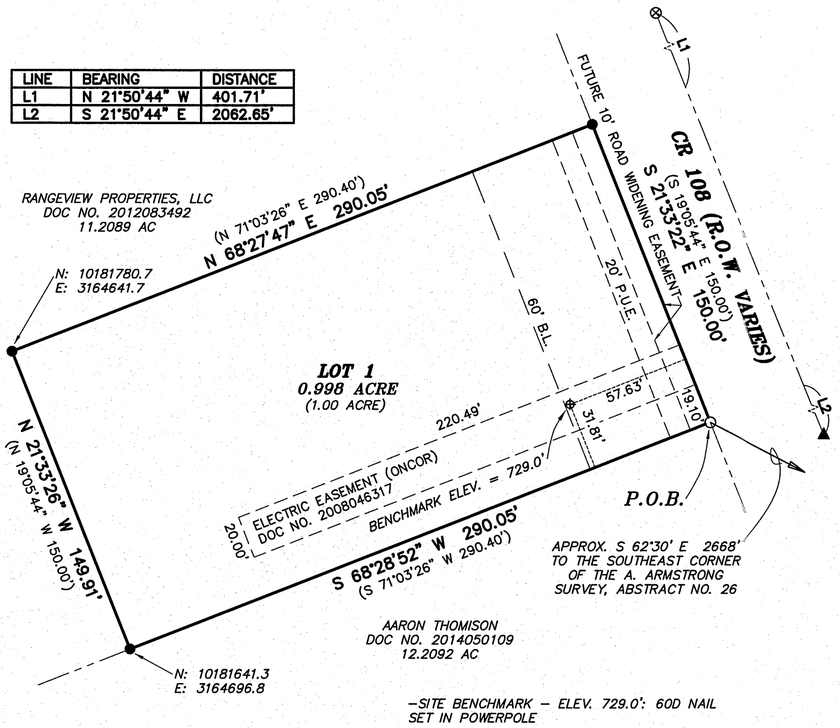
Guzman Final Plat

Form Review

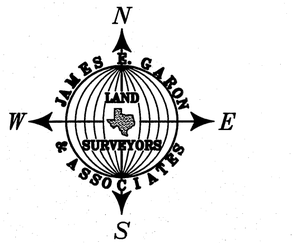
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2016 04:16 PM
Form Started By: Katheryn Cromwell		Started On: 05/03/2016 03:48 PM
Final Approval Date: 05/03/2016		

GUZMAN SUBDIVISION
FINAL PLAT

LINE	BEARING	DISTANCE
L1	N 21°50'44" W	401.71'
L2	S 21°50'44" E	2062.65'

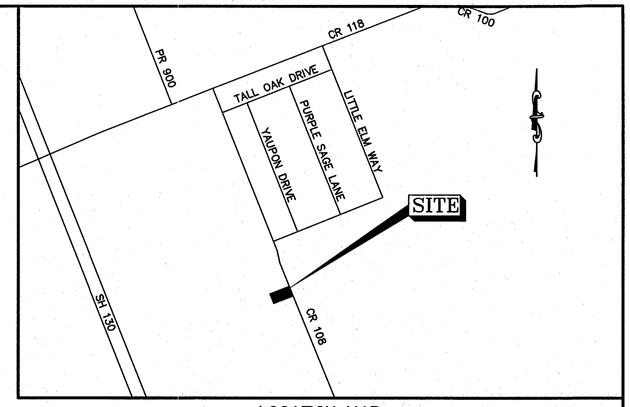


-SITE BENCHMARK – ELEV. 729.0': 60D NAIL SET IN POWERPOLE



0 50 100 150

SCALE: 1"= 50'



LOCATION MAP
(NOT TO SCALE)

CULVERT TABLE – LOT 1

Q25 (CFS)	MIN PIPE DIAMETER (INCHES)	EXISTING PIPE DIAMETER (INCHES)	TYPE	MIN SLOPE (FT/FT)
3.64	18	24	CMP	0.01

LEGEND

⊗	CALCULATED POINT
●	1/2" REBAR FOUND
○	1/2" REBAR SET W/CAP STAMPED J.E. GARON RPLS 4303
▲	MAG NAIL FOUND
P.U.E.	PUBLIC UTILITY EASEMENT
B.L.	BUILDING LINE
(BRG.–DIST.)	RECORD CALL

STATE OF TEXAS ⁞⁞
COUNTY OF BASTROP ⁞⁞

KNOW ALL MEN BY THESE PRESENTS

THAT WE, ANTONIO GUZMAN AND MONICA GUZMAN, OWNERS OF 0.998 ACRES OF LAND OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS AND AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2015087409, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF SAID TRACT OF LAND, DO HEREBY SUBDIVIDE A 0.998 ACRE TRACT OF LAND AS SHOWN HEREON; DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON; DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS–OF–WAYS, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS GUZMAN SUBDIVISION.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 2 DAY OF MAY, 2016.

ANTONIO GUZMAN
128 SILK TREE LANE
ROUND ROCK, TEXAS 78664
512–658–0553
antonioguzman630@gmail.com

MONICA GUZMAN
128 SILK TREE LANE
ROUND ROCK, TEXAS 78664

STATE OF TEXAS ⁞⁞
COUNTY OF BASTROP ⁞⁞

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO GUZMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

JAMES E. GARON 11-5-2016
NAME (PRINT)
MY COMMISSION EXPIRES:

JAMES E. GARON
Notary Public, State of Texas
My Commission Expires
NOVEMBER 5, 2016

STATE OF TEXAS ⁞⁞
COUNTY OF BASTROP ⁞⁞

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MONICA GUZMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS

JAMES E. GARON 11-5-2016
NAME (PRINT)
MY COMMISSION EXPIRES:

JAMES E. GARON
Notary Public, State of Texas
My Commission Expires
NOVEMBER 5, 2016

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Use of this survey for any purposes other than this transaction is prohibited

BENCHMARK:

LCRA CONTROL MONUMENT CS02, 3" ALUMINUM DISC IN CONCRETE STAMPED CS02 FOUND EAST OF COUNTY ROAD 108 +/– 640' SOUTH OF THE INTERSECTION OF COUNTY ROAD 108 AND LIMMER LOOP
NORTHING: 10176600.0045
EASTING: 3169652.5856
ELEVATION: 706.90' (NAVD 88)

BEARING BASIS: TEXAS STATE PLANE, CENTRAL ZONE (NAD83)
COMBINED SCALE FACTOR: 0.99988137

FLOODPLAIN NOTE:

NO PORTION OF THIS PROPERTY LIES WITHIN AN IDENTIFIED FLOOD HAZARD AREA AS SHOWN ON THE F.E.M.A. F.I.R.M. PANEL 48491C0505E, EFFECTIVE SEPTEMBER 26, 2008.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: JONAH SPECIAL UTILITY DISTRICT
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON–SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: ONCOR

WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH SPECIAL UTILITY DISTRICT. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES. IF A WATER/SEWER DISTRICT OR CORPORATION SUPPLIES WATER/SEWER SERVICES TO THE PROPOSED LOT(S), THEN A LETTER FROM THAT SUPPLIER(S) MUST BE PROVIDED VERIFYING THAT SERVICES OR A METER WILL BE PROVIDED FOR EACH LOT.

OWNER'S RESPONSIBILITIES:

IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.

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

MAILBOXES:

RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT–OF–WAYS SHALL MEET THE CURRENT TxDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.

DEVELOPMENT NOTE:

A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.

ROAD WIDENING EASEMENTS:

THE FUTURE 10 FOOT ROAD WIDENING EASEMENT SHOWN HEREON SHALL GO INTO EFFECT ON JANUARY 1, 2017.

RIGHT–OF–WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.

THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT–OF–WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.

FEBRUARY 2, 2016
REVISED: FEBRUARY 17, 2016
REVISED: APRIL 25, 2016
REVISED: MAY 2, 2016

GUZMAN SUBDIVISION
FINAL PLAT

FILE: Server\Co\Wm\Surveys\A ARMSTRONG A–26\76115–FINAL

JAMES E. GARON & ASSOC.
PROFESSIONAL LAND SURVEYORS
P.O. Box 1917
Bastrop, Texas 78602
(512) 303–4185
www.jamesegaron.com
jgaron@austin.rr.com

GUZMAN SUBDIVISION
FINAL PLAT

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

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

Deborah L. Marlow, RS — 5/2/2016

DEBORAH L. MARLOW, RS 0S0029596 — DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 2nd DAY OF MAY, 2016 A.D.

Vicky Bridges — 5/2/16

WILLIAMSON COUNTY ADDRESSING COORDINATOR — DATE

EDWARDS AQUIFER NOTE:
THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE OR CONTRIBUTING ZONE.

I, JAMES E. GARON, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND DO HEREBY CERTIFY THAT PLAT COMPLIES WITH ALL OF THE APPLICABLE CODES AND ORDINANCES; IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

5-2-2016

JAMES E. GARON — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 4303
P.O. BOX 1917
BASTROP, TEXAS 78602
PH. 512-303-4185
FAX 512-321-2107
JAMESEGARON.COM

STATE OF TEXAS · REGISTERED · JAMES E. GARON · 4303 · PROFESSIONAL · LAND SURVEYOR

I, DEREK R. VAN GILDER, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE DRIVEWAY CULVERT TABLE, SHOWN HEREON, IS IN COMPLIANCE WITH WILLIAMSON COUNTY REGULATIONS

5-2-2016

DEREK R. VAN GILDER — DATE
REGISTERED PROFESSIONAL ENGINEER
REG. NO. 44823
P.O. BOX 1917
BASTROP, TEXAS 78602

STATE OF TEXAS · DEREK R. VAN GILDER · 44823 · REGISTERED · PROFESSIONAL ENGINEER

LEGAL DESCRIPTION: BEING 0.998 ACRE OF LAND, LYING IN AND BEING SITUATED OUT OF THE AARON ARMSTRONG SURVEY, ABSTRACT NO. 26 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 1.00 ACRE TRACT OF LAND CONVEYED TO ANTONIO GUZMAN AND MONICA GUZMAN BY DEED RECORDED IN DOCUMENT NO. 2015087409 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.998 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN DECEMBER, 2015:

BEGINNING at a 1/2" iron rod set in the west line of CR 108 for the southeast corner hereof and said Guzman tract, being the northeast corner of that certain 12.2092 acre tract of land conveyed to Aaron Thomison by deed recorded in Doc. #2014050109 of said official records, from which said point of beginning the approximate southeast corner of the A. Armstrong Survey, Abstract No. 26 bears S 62°30' E 2,668 feet;

THENCE S 68°28'52" W a distance of 290.05 feet for the southerly line hereof and said Guzman tract, the northerly line of said Thomison tract to a 1/2" iron rod found for the southwest corner hereof and said Guzman tract, being the most southerly southeast corner of that certain 11.2089 acre tract of land conveyed to Rangeview Properties, LLC by deed recorded in Doc. #2012083492 of said official records;

THENCE N 21°33'26" W a distance of 149.91 feet for the westerly line hereof and said Guzman tract an easterly line of said Rangeview Properties, LLC tract to a 1/2" iron rod found for the northwest corner hereof and said Guzman tract, being an ell corner of said Rangeview Properties, LLC tract;

THENCE N 68°27'47" E a distance of 290.05 feet for the northerly line hereof and said Guzman tract, a southerly line of said Rangeview Properties, LLC tract to a 1/2" iron rod found for the northeast corner hereof and said Guzman tract, the most easterly southeast corner of said Rangeview Properties, LLC tract;

THENCE S 21°33'22" E a distance of 150.00 feet along the west line of CR 108 to the POINT OF BEGINNING, containing 0.998 acre of land, more or less.

STATE OF TEXAS ⁞
COUNTY OF WILLIAMSON ⁞

KNOW ALL MEN BY THESE PRESENTS:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HERBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTED HEREOF, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED, WAS ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____ _____
DAN A. GATTIS, COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS ⁞
COUNTY OF WILLIAMSON ⁞

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2016 A.D. AT_____O'CLOCK, _____M, AND DULY RECORDED IN THIS THE _____ DAY OF _____ , 2016 A.D., AT _____O'CLOCK, _____M, IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO._____,

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN WRITTEN ABOVE.

_____
NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS.

BY: _____, DEPUTY

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GUZMAN SUBDIVISION
FINAL PLAT
FILE: Server\Co\Wm\Surveys\A ARMSTRONG A-26\76115-FINAL

JAMES E. GARON & ASSOC.
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P.O. Box 1917
Bastrop, Texas 78602
(512) 303-4185
www.jamesegaron.com
jgaron@austin.rr.com

Commissioners Court - Regular Session **12.**

Meeting Date: 05/10/2016

musuem proclamation

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a proclamation for Natural Preservation Month.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

musuem

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	05/04/2016 02:27 PM
Form Started By: Rebecca Clemons		Started On: 05/04/2016 12:07 PM
Final Approval Date: 05/04/2016		

PROCLAMATION

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing commercial districts, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "Preservation 50" is the local theme for National Preservation Month 2016 in honor of the 50th anniversary of the passage of the National Historic Preservation Act signed by President Johnson in 1966, cosponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Georgetown Heritage Society, Southwestern University, The Williamson Museum, the Georgetown Arts and Cultural District, the Williamson County Historical Commission and the National Trust for Historic Preservation;

NOW, THEREFORE, I, DAN GATTIS,
County Judge of Williamson County, TEXAS, do hereby proclaim May 2016, as

NATIONAL PRESERVATION MONTH

and call upon the people of Williamson County, Texas to join their fellow citizens across the United States in recognizing and participating in this special observance.

Commissioners Court - Regular Session **13.**

Meeting Date: 05/10/2016

Application to Employ 395

Submitted By: Glenda Clark, 395th District Court

Department: 395th District Court

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving current positions for 395th District Court of Williamson County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Attachment of Application to Employ

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2016 02:27 PM
Form Started By: Glenda Clark		Started On: 05/03/2016 01:25 PM
Final Approval Date: 05/04/2016		

APPLICATION TO COMMISSIONERS' COURT OF WILLIAMSON COUNTY:

To the Honorable Commissioners' Court of Williamson County:

I, RYAN D. LARSON, JUDGE, 395TH JUDICIAL DISTRICT COURT of Williamson County, Texas, hereby make application to employ the following per Local Govt Code 151.001(b):

Proposed Effective Date	Title and # of Positions	Proposed Salary with Longevity
04/04/16	Court Administrator	$73,465.08 + $3120.00 Longevity
04/04/16	Court Reporter	$98,279.65

Date April 27, 2016 Sworn to _____

Elected Official

Commissioners Court - Regular Session **14.**

Meeting Date: 05/10/2016

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/26/2016 08:09 AM
Form Started By: Lydia Linden		Started On: 04/22/2016 09:13 AM
Final Approval Date: 04/26/2016		

Commissioners Court - Regular Session **15.**

Meeting Date: 05/10/2016

1603-062 CR 258 Notice of Intent

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding the Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000) for CR 258, a Road Bond Project in Commissioner Pct. 2.

Background

Williamson County must submit an NOI to obtain coverage under TPDES General Permit No. TXR15000, as required by the Texas Commission on Environmental Quality (TCEQ), before commencing site disturbing activities on any construction project that will disturb more than 5 acres of land.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 258 NOI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Dawn Haggard		Started On: 04/26/2016 03:20 PM
Final Approval Date: 05/05/2016		

TCEQ Office Use Only
Permit No.:
RN:
CN:
Region:

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

IMPORTANT:

- Use the INSTRUCTIONS to fill out each question in this form.
- Use the CHECKLIST to make certain all you filled out all required information. Incomplete applications **WILL** delay approval or result in automatic denial.
- Once processed your permit can be viewed at: http://www2.tceq.texas.gov/wq_dpa/index.cfm

ePERMITS: Sign up now for online NOI: https://www3.tceq.texas.gov/steers/index.cfm
Pay a $225 reduced application fee by using ePermits.

APPLICATION FEE:

- You must pay the **$325** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
  - Go to https://www3.tceq.texas.gov/epay/index.cfm
  - Select Fee Type: GENERAL PERMIT CONSTRUCTION STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

  Mailed — Check/Money Order No.: _____
  Name Printed on Check: _____
  EPAY — Voucher No.: _____
  Is the Payment Voucher copy attached? Yes

RENEWAL: Is this NOI a Renewal of an existing General Permit Authorization? (Note: A permit cannot be renewed after June 3, 2013.)

Yes The Permit number is: TXR15_____
(If a permit number is not provided, a new number will be assigned.)
No

1) OPERATOR (Applicant)

a) If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=cust.CustSearch

CN_____

b) What is the Legal Name of the entity (applicant) applying for this permit?

_____

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal document forming the entity.)

c) What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in TAC 305.44(a).
Prefix (Mr. Ms. Miss): _____
First/Last Name: _____ Suffix: _____
Title: _____ Credential: _____

d) What is the Operator Contact's (Responsible Authority) contact information and mailing address as recognized by the US Postal Service (USPS)? You may verify the address at: http://zip4.usps.com/zip4/welcome.jsp
Phone #: _____ ext: _____ Fax #: _____
E-mail: _____
Mailing Address: _____
Internal Routing (Mail Code, Etc.): _____
City: _____ State: _____ ZIP Code: _____
If outside USA: Territory: _____ Country Code: _____ Postal Code: _____

e) Indicate the type of Customer (The instructions will help determine your customer type):

Individual	Limited Partnership	Sole Proprietorship-DBA
Joint Venture	General Partnership	Corporation
Trust	Estate	Federal Government
State Government	County Government	City Government
Other Government		

f) Independent Operator? Yes No
(If governmental entity, subsidiary, or part of a larger corporation, check "No".)

g) Number of Employees:
0-20; 21-100; 101-250; 251-500; or 501 or higher

h) Customer Business Tax and Filing Numbers:
(REQUIRED for Corporations and Limited Partnerships. Not Required for Individuals, Government, or Sole Proprietors)
State Franchise Tax ID Number: _____
Federal Tax ID: _____
Texas Secretary of State Charter (filing) Number: _____
DUNS Number (if known): _____

2) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact the same as the applicant identified above?

Yes, go to Section 3). No, complete section below.

Prefix (Mr. Ms. Miss): _____
First/Last Name: _____ Suffix: _____
Title: _____ Credential: _____

Organization Name:_____
Phone No.:_____ ext:_____ Fax Number:_____
E-mail:_____
Mailing Address:_____
Internal Routing (Mail Code, Etc.):_____
City:_____State:_____ZIP Code:_____
Mailing Information if outside USA:
Territory:_____Country Code:_____Postal Code:_____

3) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch.

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

a) TCEQ issued RE Reference Number (RN): RN_____

b) Name of project or site (the name known by the community where located):

_____

c) In your own words, briefly describe the primary business of the Regulated Entity: (Do not repeat the SIC and NAICS code):

_____

d) County (or counties if > 1) _____

e) Latitude:_____ Longitude: _____

f) Does the site have a physical address?
Yes, complete Section A for a physical address.
No, complete Section B for site location information.

Section A: Enter the physical address for the site.
Verify the address with USPS. If the address is not recognized as a delivery address, provide the address as identified for overnight mail delivery, 911 emergency or other online map tools to confirm an address.

Physical Address of Project or Site:
Street Number: _____ Street Name: _____
City: _____State: _____ ZIP Code: _____

Section B: Enter the site location information.

If no physical address (Street Number & Street Name), provide a written location access description to the site. (Ex.: located 2 miles west from intersection of Hwy 290 & IH35 accessible on Hwy 290 South)

_____

_____

_____

City where the site is located or, if not in a city, what is the nearest city:

_____

State:_____ ZIP Code where the site is located: _____

4) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

Yes - If the answer is Yes, you must obtain authorization through EPA, Region 6.

No

b) Is your construction activity associated with a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources?

Yes - If the answer is Yes, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization through EPA, Region 6.

No

c) What is the Primary Standard Industrial Classification (SIC) Code that best describes the construction activity being conducted at the site?

Primary SIC Code: _____

d) If applicable, what is the Secondary SIC Code(s):_____

e) What is the total number of acres disturbed? _____

f) Is the project site part of a larger common plan of development or sale?

Yes - If the answer is Yes, the total number of acres disturbed can be less than 5 acres.

No - If the answer is No, the total number of acres disturbed must be 5 or more. If the total number of acres disturbed is less than 5 then the project site does not qualify for coverage through this Notice of Intent. Coverage will be denied. See the requirements in the general permit for small construction sites.

g) What is the name of the first water body(s) to receive the stormwater runoff or potential runoff from the site?

_____

h) What is the segment number(s) of the classified water body(s) that the discharge will eventually reach?

_____

i) Is the discharge into an MS4?

Yes - If the answer is Yes, provide the name of the MS4 operator below.

No

If Yes, provide the name of the MS4 operator:

_____

Note: The general permit requires you to send a copy of the NOI to the MS4 operator.

j) Are any of the surface water bodies receiving discharges from the construction site on the latest EPA-approved CWA 303(d) List of impaired waters?

Yes - If the answer is Yes, provide the name(s) of the impaired water body(s) below.

No

If Yes, provide the name(s) of the impaired water body(s):

_____

k) Is the discharge or potential discharge within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer as defined in 30 TAC Chapter 213?

Yes - If the answer is Yes, complete certification below by checking "Yes."

No

I certify that a copy of the TCEQ approved Plan required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the Stormwater Pollution Prevention Plan.

Yes

5) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to ***ALL*** items may result in denial of coverage under the general permit.

a) I certify that I have obtained a copy and understand the terms and conditions of the Construction General Permit (TXR150000). Yes

b) I certify that the full legal name of the entity applying for this permit has been provided and is legally authorized to do business in Texas. Yes

c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes

d) I certify that a Stormwater Pollution Prevention Plan has been developed, will be implemented prior to construction and to the best of my knowledge and belief is compliant with any applicable local sediment and erosion control plans, as required in the general permit TXR150000. Note: For multiple operators who prepare a shared SWP3, the confirmation of an operator may be limited to its obligations under the SWP3 provided all obligations are confirmed by at least one operator. Yes

Operator Certification:

I,_____ _____

Typed or printed name Title

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under 30 Texas Administrative Code 305.44 to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date:_____

(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXR150000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)

Check number and name on check is provided in this application.

If using ePay:

The voucher number is provided in this application or a copy of the voucher is attached.

PERMIT NUMBER:

Permit number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

Customer Number (CN) issued by TCEQ Central Registry
Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
Name and title of responsible authority signing the application
Mailing address is complete & verifiable with USPS. www.usps.com
Phone numbers/e-mail address
Type of operator (entity type)
Independent operator
Number of employees
For corporations or limited partnerships – Tax ID and SOS filing numbers
Application contact and address is complete & verifiable with USPS. http://www.usps.com

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

Regulated Entity Reference Number (RN) (if site is already regulated by TCEQ)
Site/project name/regulated entity
Latitude and longitude http://www.tceq.texas.gov/gis/sqmaview.html
County
Site/project physical address. Do not use a rural route or post office box.
Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

Indian Country Lands –the facility is not on Indian Country Lands
Construction activity related to facility associated to oil, gas, or geothermal resources
Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
Acres disturbed is provided and qualifies for coverage through a NOI
Common plan of development or sale
Receiving water body(s)
Segment number(s)
Impaired water body(s)
MS4 operator
Edwards Aquifer rule

CERTIFICATION

Certification statements have been checked indicating "Yes"
Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.

Notice of Intent (NOI) for Stormwater Discharges Associated with Construction Activity under TPDES General Permit (TXR150000)

General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL
Texas Commission on
Environmental Quality
Stormwater Processing Center
(MC228)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on
Environmental Quality
Stormwater Processing Center
(MC228)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Application – status and form questions:	*512/239-3700, swpermit@tceq.texas.gov*
Technical questions:	*512/239-4671, swgp@tceq.texas.gov*
Environmental Law Division:	*512/239-0600*
Records Management - obtain copies of forms:	*512/239-0900*
Reports from databases (as available):	*512/239-DATA (3282)*
Cashier's office:	*512/239-0357 or 512/239-0187*

Notice of Intent Process:

When your NOI is received by the program, the form will be processed as follows:

1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.

2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.

3) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

   -or-

   Denial of Coverage: If the operator fails to respond to the NOD or the response is inadequate, coverage under the general permit may be denied. If coverage is denied, the operator will be notified.

General Permit (Your Permit)

For NOIs submitted **electronically** through ePermits, provisional coverage under the general permit begins immediately following confirmation of receipt of the NOI form by the TCEQ.

For **paper** NOIs, provisional coverage under the general permit begins **7 days after a completed NOI is postmarked for delivery** to the TCEQ.

You should have a copy of your general permit when submitting your application. You may view and print your permit for which you are seeking coverage, on the TCEQ web site http://www.tceq.texas.gov. Search using key word TXR150000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site http://www.tceq.texas.gov.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted no later than 10 days prior to the change in Operator status.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at http://www12.tceq.texas.gov/crpub/index.cfm. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your permit number under the search field labeled "Additional ID". Capitalize all letters in the permit number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Fees associated with a General Permit

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Application Fee: This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

Mailed Payments:

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

BY REGULAR U.S. MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL
Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

ePAY Electronic Payment: http://www.tceq.texas.gov/epay

When making the payment you must select Water Quality, and then select the fee category "General Permit Construction Storm Water Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit. Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing permit number is required. If the permit number is not provided or has been terminated, expired, or denied a new permit number will be issued.

1. Operator (Applicant)

a) Enter assigned Customer Number (CN)
TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not a permit number, registration number, or license number**.
If this customer has not been assigned a CN, leave the space for the CN blank.
If this customer has already been assigned this number, enter the permittee's CN.

b) Legal Name
Provide the current legal name of the permittee, as authorized to do business in Texas. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at 512/463-5555, for more information related to filing in Texas. If filed in the county where doing business, provide a copy of the legal documents showing the legal name.

c) Person Signing Application
Provide information about person signing section 5) Certification.

d) Operator Contact's (Responsible Authority) Contact Information and Mailing Address
Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at http://www.usps.com for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

e) Type of Customer (Entity Type)
Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Sole Proprietorship – DBA

A sole proprietorship is a customer that is owned by only one person and has not been incorporated. This business may:

- be under the person's name
- have its own name (doing business as or d.b.a.)
- have any number of employees

If the customer is a Sole Proprietorship or DBA, the 'legal name' of the individual business 'owner' must be provided. The DBA name is not recognized as the 'legal name' of the entity. The DBA name may be used for the site name (regulated entity).

Individual

An individual is a customer who has not established a business, but conducts an activity that needs to be regulated by the TCEQ.

Partnership

- A customer that is established as a partnership as defined by the Texas Secretary of State Office (TX SOS). A Limited Partnership or Limited Liability Partnership (Partnership) is required to file with the Texas Secretary of State. A General Partnership or Joint Venture is not required to register with the state.
- **Partnership (Limited Partnership or Limited Liability Partnership):** A limited partnership is defined in the Act as a partnership formed by two or more persons under the provisions of Section 3 of the Uniform Limited Partnership Act (Art. 6132a, Revised Civil Statutes of Texas) and having as members one or more general partners and one or more limited partners. The limited partners as such are not bound by the obligations of the partnership. Limited partners may not take part in the day-to-day operations of the business. A Limited Partnership must file with the Texas Secretary of State. A registered limited liability partnership is a general or limited partnership that is registered with the Texas Secretary of State. The partnership's name must contain the words "Registered Limited Liability Partnership" or the abbreviation "L.L.P." as the last words or letters of its name.
- **General Partnership:** A general partner may or may not invest, participates in running the partnership and is liable for all acts and debts of the partnership and any member of it. A General Partnership does not have limited partners. For a General Partnership, there is no registration with the state or even written agreement necessary for a general partnership to be formed. The legal definition of a partnership is generally stated as "an association of two or more persons to carry on as co-owners a business for profit" (Revised Uniform Partnership Act § 101 [1994]).
- **Joint Venture:** A joint venture is but another name for a special partnership. It might be distinguished from a general partnership in that the latter is formed for the transaction of a general business, while a joint venture is usually limited to a single transaction. That is, a joint venture is a special combination of persons in the nature of a partnership engaged in the joint prosecution of a particular transaction for mutual benefit or profit.

Corporation

A customer meets all of these conditions:

- is a legally incorporated entity under the laws of any state or country
- is recognized as a corporation by the Texas Secretary of State

- has proper operating authority to operate in Texas.
- The corporation's 'legal name' as filed with the Texas Secretary of State must be provided as applicant. An 'assumed' name of a corporation is not recognized as the 'legal name' of the entity.

Government

Federal, state, county, or city government (as appropriate)
The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

Trust or Estate

A trust and an estate are fiduciary relationships governing the trustee/executor with respect to the trust/estate property.

Other Government

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

f) Independent Entity

Check No if this customer is a subsidiary, part of a larger company, or is a governmental entity. Otherwise, check Yes.

g) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

h) Customer Business Tax and Filing Numbers

These are required for Corporations and Limited Partnerships. These are not required for Individuals, Government, and Sole Proprietors.

State Franchise Tax ID Number

Corporations and limited liability companies that operate in Texas are issued a franchise tax identification number. If this customer is a corporation or limited liability company, enter this number here.

Federal Tax ID

All businesses, except for some small sole proprietors, individuals, or general partnerships should have a federal taxpayer identification number (TIN). Enter this number here. Use no prefixes, dashes, or hyphens. Sole proprietors, individuals, or general partnerships do not need to provide a federal tax ID.

TX SOS Charter (filing) Number

Corporations and Limited Partnerships required to register with the Texas Secretary of State are issued a charter or filing number. You may obtain further information by calling SOS at 512/463-5555.

DUNS Number

Most businesses have a DUNS (Data Universal Numbering System) number issued by Dun and Bradstreet Corp. If this customer has one, enter it here.

2. APPLICATION CONTACT

Provide the name, title and communication information of the person that TCEQ can contact for additional information regarding this application.

3. REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE

a) Regulated Entity Reference Number (RN)

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not a permit number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at: http://www12.tceq.texas.gov/crpub/index.cfm?fuseaction=regent.RNSearch

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Site/Project Name/Regulated Entity

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Description of Activity Regulated

In your own words, briefly describe the primary business that you are doing that requires this authorization. Do not repeat the SIC Code description.

d) County

Identify the county or counties in which the regulated entity is located.

e) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to: http://www.tceq.texas.gov/gis/sqmaview.html or http://nationalmap.gov/ustopo

f) Site/Project (RE) Physical Address/Location Information

Enter the complete address for the site in Section A if the address can be validated through the US Postal Service. If the physical address is not recognized as a USPS delivery address, you may need to validate the address with your local police (911 service) or through an online map site used to locate a site. Please confirm this to be a complete and valid address. Do not use a rural route or post office box for a site location.

If a site does not have an address that includes a street (or house) number and street name, enter NO ADDRESS for the street name in Section A. In Section B provide a complete written location description. For example: "The site is located 2 miles west from intersection of Hwy 290 & IH35, located on the southwest corner of the Hwy 290 South bound lane."
Provide the city (or nearest city) and zip code of the facility location.

4. GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

b) Construction activity associated with facility associated with exploration, development, or production of oil, gas, or geothermal resources

If your activity is associated with oil and gas exploration, development, or production, you may be under jurisdiction of the Railroad Commission of Texas and may need to obtain authorization from EPA Region 6. For more information, see:
http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=16&pt=1&ch=3&rl=30

Construction activities associated with a facility related to oil, gas or geothermal resources may include the construction of a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel.

Where required by federal law, discharges of stormwater associated with construction activities under the Railroad Commission's jurisdiction must be authorized by the EPA and the Railroad Commission of Texas, as applicable. Activities under Railroad Commission of Texas jurisdiction include construction of a facility that, when completed, would be associated with the exploration, development, or production of oil or gas or geothermal resources, such as a well site; treatment or storage facility; underground hydrocarbon or natural gas storage facility; reclamation plant; gas processing facility; compressor station; terminal facility where crude oil is stored prior to refining and at which refined products are stored solely for use at the facility; a carbon dioxide geologic storage facility under the jurisdiction of the Railroad Commission of Texas; and a gathering, transmission, or distribution pipeline that will transport crude oil or natural gas, including natural gas liquids, prior to refining of such oil or the use of the natural gas in any manufacturing process or as a residential or industrial fuel. The Railroad Commission of Texas also has jurisdiction over stormwater from land disturbance associated with a site survey that is conducted prior to construction of a facility that would be regulated by the Railroad Commission of Texas. Under 33 U.S.C. §1342(l)(2) and §1362(24), EPA cannot require a permit for discharges of stormwater from "field activities or operations associated with {oil and gas} exploration, production, processing, or treatment operations, or transmission facilities, including activities necessary to prepare a site for drilling and for the movement and placement of drilling equipment, whether or not such field activities or operations may be considered to be construction activities" unless the discharge is contaminated by contact with any overburden, raw material, intermediate product, finished product, byproduct, or waste product located on the site of the facility. Under §3.8 of this title (relating to Water Protection), the Railroad

Commission of Texas prohibits operators from causing or allowing pollution of surface or subsurface water. Operators are encouraged to implement and maintain best management practices (BMPs) to minimize discharges of pollutants, including sediment, in stormwater during construction activities to help ensure protection of surface water quality during storm events.

c) Primary Standard Industrial Classification (SIC) Code
Provide the SIC Code that best describes the construction activity being conducted at this site.

Common SIC Codes related to construction activities include:
- 1521 - Construction of Single Family Homes
- 1522 - Construction of Residential Bldgs. Other than Single Family Homes
- 1541 - Construction of Industrial Bldgs. and Warehouses
- 1542 - Construction of Non-residential Bldgs, other than Industrial Bldgs. and Warehouses
- 1611 - Highway and Street Construction, except Highway Construction
- 1622 - Bridge, Tunnel, and Elevated Highway Construction
- 1623 - Water, Sewer, Pipeline and Communications, and Power Line Construction

For help with SIC Codes, go to:
http://www.osha.gov/pls/imis/sicsearch.html

d) Secondary SIC Code
Secondary SIC Code(s) may be provided. Leave blank if not applicable. For help with SIC Codes, go to:
http://www.osha.gov/pls/imis/sicsearch.html

e) Total Number of Acres Disturbed
Provide the approximate number of acres that the construction site will disturb. Construction activities that disturb less than one acre, unless they are part of a larger common plan that disturbs more than one acre, do not require permit coverage. Construction activities that disturb between one and five acres, unless they are part of a common plan that disturbs more than five acres, do not require submission of an NOI. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

If you have any questions about this item, please contact the stormwater technical staff by phone at (512)239-4671 or by email at swgp@tceq.texas.gov.

f) Common Plan of Development
Construction activities that disturb less than five acres do not require submission of an NOI unless they are part of a common plan of development or for sale where the area disturbed is five or more acres. Therefore, the estimated area of land disturbed should not be less than five, unless the project is part of a larger common plan that disturbs five or more acres. Disturbed means any clearing, grading, excavating, or other similar activities.

For more information on "What is a common plan of development?" go to:
www.tceq.texas.gov/permitting/stormwater/common_plan_of_development_steps.html

For further information, go to the TCEQ stormwater construction webpage at:
www.tceq.texas.gov/goto/construction and search for "Additional Guidance and Quick Links". If

you have any further questions about this item, please call the stormwater technical staff at (512)239-4671.

g) Identify the water body(s) receiving stormwater runoff

The stormwater may be discharged directly to a receiving stream or through a MS4 from your site. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the water body that receives the discharge from the site (a local stream or lake).

If your site has more than one outfall you need to include the name of the first water body for each outfall, if they are different.

h) Identify the segment number(s) of the classified water body(s)

Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the following link to find the segment number of the classified water body where stormwater will flow from the site: www.tceq.texas.gov/waterquality/monitoring/viewer.html

You may also find the segment number in TCEQ publication GI-316: www.tceq.texas.gov/publications/gi/gi-316

If the discharge is into an unclassified receiving water and then crosses state lines prior to entering a classified segment, select the appropriate watershed:

- 0100 (Canadian River Basin)
- 0200 (Red River Basin)
- 0300 (Sulfur River Basin)
- 0400 (Cypress Creek Basin)
- 0500 (Sabine River Basin)

Call the Water Quality Assessments section at (512)239-4671 for further assistance.

i) Discharge into MS4 – Identify the MS4 Operator

The discharge may initially be into a municipal separate storm sewer system (MS4). If the stormwater discharge is into an MS4, provide the name of the entity that operates the MS4 where the stormwater discharges. An MS4 operator is often a city, town, county, or utility district, but possibly can be another form of government. Please note that the Construction General Permit requires the Operator to supply the MS4 with a copy of the NOI submitted to TCEQ. For assistance, you may call the technical staff at (512)239-4671.

j) Surface Water bodies on list of impaired waters – Identify the impaired water body(s)

Indicate Yes or No if any surface water bodies receiving discharges from the construction site are on the latest EPA-approved CWA 303(d) List of impaired waters. Provide the name(s) of surface water bodies receiving discharges or potential discharges from the construction site that are on the latest EPA-approved CWA 303(d) List of impaired waters. The EPA-approved CWA 303(d) List of impaired waters in Texas can be found at: www.tceq.texas.gov/waterquality/assessment/305_303.html

NOTE: Do not use any "draft" documents.

k) Discharges to the Edwards Aquifer Recharge Zone and Certification

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at: www.tceq.texas.gov/field/eapp/viewer.html

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, a site specific authorization approved by the Executive Director under the Edwards Aquifer Protection Program (30 TAC Chapter 213) is required before construction can begin. The certification must be answered "Yes" for coverage under the Construction General Permit. The TCEQ approved plan must be readily available for TCEQ staff to review at the time that the NOI is submitted.

The general permit requires the approved Contributing Zone Plan or Water Pollution Abatement Plan to be included or referenced as a part of the Stormwater Pollution Prevention Plan.

For questions regarding the Edwards Aquifer Protection Program, contact the appropriate TCEQ Regional Office. For projects in Hays, Travis and Williamson Counties: Austin Regional Office, 12100 Park 35 Circle, Austin, TX 78753, 512-339-2929. For Projects in Bexar, Comal, Kinney, Medina and Uvalde Counties: TCEQ San Antonio Regional Office, 14250 Judson Rd., San Antonio, TX 78233-4480, 210-490-3096.

5. CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

a) Certification of Understanding the Terms and Conditions of Construction General Permit (TXR150000)

Provisional coverage under the Construction General Permit (TXR150000) begins 7 days after the completed paper NOI is postmarked for delivery to the TCEQ. (Electronic applications submitted through ePermits have immediate provisional coverage). You must obtain a copy and read the Construction General Permit before submitting your application. You may view and print the Construction General Permit for which you are seeking coverage at the TCEQ web site: www.tceq.texas.gov/goto/construction

b) Certification of Legal Name

The full legal name of the applicant as authorized to do business in Texas is required. The name must be provided exactly as filed with the Texas Secretary of State (SOS), or on other legal documents forming the entity, that is filed in the county where doing business. You may contact the SOS at (512)463 5555, for more information related to filing in Texas.

c) Understanding of Notice of Termination

A permittee shall terminate coverage under this Construction General Permit through the submittal of a NOT when the operator of the facility changes, final stabilization has been reached, the discharge becomes authorized under an individual permit, or the construction activity never began at this site.

d) Certification of Stormwater Pollution Prevention Plan

The SWP3 identifies the areas and activities that could produce contaminated runoff at your site and then tells how you will ensure that this contamination is mitigated. For example, in describing your mitigation measures, your site's plan might identify the devices that collect and

filter stormwater, tell how those devices are to be maintained, and tell how frequently that maintenance is to be carried out. You must develop this plan in accordance with the TCEQ general permit requirements. This plan must be developed and implemented before you complete this NOI. The SWP3 must be available for a TCEQ investigator to review on request.

Operator Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality
General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA	General Permit: TXR150000

1. Check / Money Order No: _____
2. Amount of Check/Money Order: _____
3. Date of Check or Money Order: _____
4. Name on Check or Money Order: _____
5. NOI INFORMATION

   If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

   See Attached List of Sites (If more space is needed, you may attach a list.)

   Project/Site (RE) Name: _____

   Project/Site (RE) Physical Address:

   _____

   _____

   _____

Staple Check in This Space

Commissioners Court - Regular Session **16.**

Meeting Date: 05/10/2016

Southwest Bypass Driveways Transfer od Ownership for Archeological Collection

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 Letter of Transfer/Ownership to the Center for Archeological Studies (CAS), for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on Southwest Bypass Driveways, a Road Bond Project in Commissioner Pct. 3.

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any specimens or records are to be kept by the CAS. Upon completion of the permitted project, a copy of the final report and/or specimens will be provided to CAS per 13 TAC 26.16 and 26.17 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SWBypassDwy THC-Transfer of Ownership

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Dawn Haggard		Started On: 05/03/2016 12:11 PM
Final Approval Date: 05/05/2016		

For CAS Use Only CAS Accn#_____

SPONSOR/SUBMITTING ARCHAEOLOGIST LETTER OF TRANSFER/OWNERSHIP

I, the authorized agent(s) of the sponsor and/or the submitting archeology company, do hereby donate and convey to the Center for Archaeological Studies, Texas State University-San Marcos, all rights, title, and interest that the undersigned possess regarding the archeological collections (specimens and/or records) from the following:

Project: Intensive Archaeological Survey for the Proposed P243 Southwest Bypass Project Area B Driveway Construction Project

Project No.: 271105 County(ies): Williamson

Permitting Agency: THC Permit #: 7537

Description of materials: field records: shovel test forms and photo log

I understand that the location, retention, cataloging, and preservation of the materials or other considerations relating to their use or disposition are at the discretion of the Center for Archaeological Studies (CAS) in accordance with institutional policy. Materials added to the collections shall be accessible to all persons qualified to use materials in the CAS, subject to the terms and conditions, if any, stated below.

Terms and Conditions: none

Signature - Authorized Agent of Sponsor	Signature - Authorized Agent of Sub. Arch.
Auth. Agent of Sponsor (type or print) Dan A. Gattis	Auth. Agent of Sub. Arch. (type or print) Ben Fullerton
Title/Position	Title/Position Archaeology Project Manager
Date	Date 5/03/16
Address:	Address: 17111 Preston Rd., Suite 200
City, State, Zip	City, State, Zip Dallas, TX 75628-1232

Center for Archaeological Studies, Texas State University-San Marcos, 601 University Drive, San Marcos, Texas, 78666 (512) 245-2724 Fax(512) 245-8076

Commissioners Court - Regular Session **17.**

Meeting Date: 05/10/2016

Real Estate Contract

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 authorizing the County Judge to execute a real estate contract with Beverly Carlson Thompson for 0.954 AC on Inner Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Thompson Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM

Form Started By: Charlie Crossfield Started On: 05/05/2016 09:11 AM

Final Approval Date: 05/05/2016

REAL ESTATE CONTRACT

State of Texas §
§
County of Williamson §

This Real Estate Contract ("Contract") is made by and between Williamson County, Texas (referred to in this Contract as "COUNTY"), a Texas political subdivision, and BEVERLY CARLSON THOMPSON (referred to in this Contract as "THOMPSON"), an individual, upon the terms and condition set forth in this Contract. THOMPSON and the COUNTY may be referred to as "Party" or "Parties" as the context may require.

ARTICLE I
PURCHASE AND SALE

1.01 By this Contract, COUNTY sells and agrees to convey to THOMPSON a tract of land situated in Williamson County, Texas, being more particularly described as follows:

> Being a 0.954 acre tract of land, located in the William Addison Survey, Abstract No. 21, Williamson County, Texas, said 0.954 acre tract of land being within the remaining portion of that called 103.913 acre tract recorded in volume 2332, 141, Official Public Records, Williamson County, Texas, and more particularly described in Exhibit "A" attached hereto and incorporated herein

together with all and singular the rights and appurtenances pertaining to the property (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), together with any improvements, situated on and attached to the Property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE CONSIDERATION

Purchase Price

2.01 The Purchase Price for the Property, any improvements thereon, and any damage or cost of cure for the remaining Property of COUNTY shall be the sum of SEVENTY-TWO THOUSAND, SEVEN HUNDRED AND TWENTY THREE DOLLARS AND NO/100 ($72,723.00).

Payment of Purchase Price

2.02 The Purchase Price shall be payable in cash at the Closing.

ARTICLE III
PARTY'S OBLIGATIONS

Conditions to Party's Obligations

3.01 The obligations of the Parties hereunder to consummate the transaction contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by either Party at or prior to the closing).

3.02 The Parties shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by the Parties prior to or as of the closing unless waived.

ARTICLE IV
CLOSING

4.01 The closing shall occur no later than June 1, 2016 (which date is herein referred to as the "Closing Date"). Either Party may terminate this Contract and thereafter neither THOMPSON nor COUNTY shall have any continuing rights or obligations hereunder.

County's Obligations

4.02 At the closing COUNTY shall:

(a) Deliver to THOMPSON a duly executed and acknowledged Quitclaim Deed conveying good and indefeasible title in fee simple in the Property.

(b) Deliver to THOMPSON possession of the Property on the Closing Date.

THOMPSON's Obligations

4.03 At the closing, THOMPSON shall:

(a) Pay the cash portion of the Purchase Price.

(b) Pay the Closing Costs as set forth in section 4.05, infra.

Prorations

4.04 General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. All special taxes or assessments to the Closing Date shall be paid by the Parties for the real property conveyed by such Parties.

Closing Costs

4.05 All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

Filing fees for deed for paid by COUNTY;
THOMPSON's attorney fees paid by THOMPSON; and
COUNTY's attorney fees, totaling $735.00, paid by THOMPSON.

ARTICLE IV
REPRESENTATIONS

4.01 COUNTY represents and warrants to THOMPSON to the best of their knowledge, as of the Closing Date, as follows:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;

(b) COUNTY has complied with all applicable laws, ordinances, regulations, and restrictions relating to the Property, or any part of it;

(c) COUNTY is not aware of any material physical defects to the Property;

(d) COUNTY is not aware of any environmental hazards or conditions that affect the Property;

(e) COUNTY is not aware that the Property is or has ever been used for the storage or disposal of hazardous materials or toxic waste, or any underground tanks or containers; and

(f) COUNTY is not aware that radon, asbestos insulation or fireproofing, urea formaldehyde foam insulation, lead based paint or other pollutants or contaminants of any nature now exist or have ever existed on the Property.

ARTICLE V
BREACH

5.01 In the event COUNTY shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except THOMPSON's default, THOMPSON may enforce specific performance of this Contract.

ARTICLE VI
MISCELLANEOUS

Survival of Covenants

6.01 Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the closing of the transactions contemplated hereby shall survive the closing and shall not be merged therein.

Notice

6.02 Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to THOMPSON or COUNTY, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

6.03 This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

6.04 This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

6.06 This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

6.07 Time is of the essence in this Contract.

Gender

6.08 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

6.9 Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

6.10 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, THOMPSON is hereby advised that she should be furnished with or obtain a policy of title insurance or THOMPSON should have the abstract covering the Property examined by an attorney of THOMPSON's own selection.

Effective Date

6.11 This Contract shall be effective as of the date it is approved by the Williamson County Commissioners Court, which date is indicated beneath the County Judge's signature below.

Counterparts

6.12 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

EXECUTED this the ____ day of _____, 2016.

COUNTY:
Williamson County, Texas

By: _____
Dan A. Gatts, County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

THOMPSON:

By: Beverly Carlson Thompson
Beverly Carlson Thompson

Date: 5-2-16

Exhibit “A”

Property Legal Description

EXHIBIT A

QUICK INC.
LAND SURVEYING
Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628
Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633

FIELD NOTES FOR A 0.954 ACRE TRACT OF LAND:

BEING A 0.954 ACRE TRACT OF LAND LOCATED IN THE WILLIAM ADDISON SURVEY, ABSTRACT NO. 21, WILLIAMSON COUNTY, TEXAS, SAID 0.954 ACRE TRACT BEING WITHIN THE REMAINING PORTION OF THAT CALLED 103.913 ACRE TRACT RECORDED IN VOLUME 2332, 141, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.954 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2” iron rod set in the northeast line of said 103.5913 acre tract, the southwest line of a called 82.8544 acre tract and bears S 21°30'04" E, a distance of 922.51 feet from a 1/2” iron rod located at the common corner of said tracts;

1. **Thence**, with the common line of said 103.5913 acre tract and said 82.8544 acre tract, **S 21°30'04" E**, a distance of **65.00 feet** to a 1/2” iron rod set for corner, said point bears N 21°30'04" W, a distance of 821.68 feet from a 1/2” iron rod found at the southwest corner of said 82.8544 acre tract;

Thence, across the remaining portion of said 103.5913 acre tract the following three (3) courses and distances:

2. **S 68°30'06" W**, a distance of **336.80 feet** to a 1/2” iron rod set at the beginning of a curve to the right containing a radius of 332.50 feet, a central angle of 22°57'16", a chord bearing S 79°58'44" W, a chord distance of 132.32 feet;

3. With said curve to the right a curve length of **133.21 feet** to a 1/2” iron rod set at the point of tangency;

4. **N 88°32'38" W**, a distance of **94.11 feet** to a 1/2” iron rod set at a cutback angle point of the herein described tract;

5. **S 46°27'22" W**, a distance of **70.71 feet** to a 1/2” iron rod set for the southwest corner of the herein described tract, said point bears S 01°27'22" W, a distance of 29.17’ from the southeast corner of a called 3.98 acre tract, said tract being designated as a 180 feet wide public right-of-way recorded in Volume 2682, Page 193, Official Public Records, Bell County, Texas;

6. **Thence, N 01°27'22" W**, at a distance of 29.17’ passing the southeast corner of said 3.98 acre tract, continuing a total distance of **165.00 feet** to a 1/2” iron rod set at the northwest corner of the herein described tract;

Thence, departing said 180’ public right-of-way and continuing across said 103.5913 acre tract the following four (4) courses and distances:

7. **S 43°32'38" E**, a distance of **70.71 feet** to a 1/2” iron rod set for a cutback angle of the herein described tract;

8. **S 88°32'38" E**, a distance of **94.11 feet** to a 1/2” iron rod set at the beginning of a curve to the left containing a radius of 267.50 feet, a central angle of 22°57'16", a chord bearing N 79°58'44" E, a chord distance of 106.45 feet;

9. With said curve to the left a curve length of **107.17 feet** to a 1/2” iron rod set at the point of tangency;

10. **N 68°30'06" E**, a distance of **336.80 feet** to the **POINT OF BEGINNING** containing 0.954 acres of land.

Travis L. Quicksall Date: 04/22/2016
RPLS #6447
Job #16-2007.1

Commissioners Court - Regular Session **18.**

Meeting Date: 05/10/2016

CR 110 South- Real Estate Contract

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 Real Estate Contract with Joseph Morton Jr. for ROW needed on CR 110 S. (PARCEL 40S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Morton Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Charlie Crossfield		Started On: 05/05/2016 09:17 AM
Final Approval Date: 05/05/2016		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcels 40S

THIS REAL ESTATE CONTRACT ("Contract") is made by JOSEPH WELDON MORTON, JR. (referred to in this Contract as "Seller") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 0.551 acre (approximately 23,992 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40S**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, and that portion of the following improvements located on the remaining property out of which the above-described premises were originally a portion, to wit: one-story, single family residence, including garage and enclosed patio, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", compensation for any improvements on the Property or bisected by the acquisition, and any damage or cost of cure for the remaining property of Seller shall be the sum of TWO HUNDRED EIGHTY SIX THOUSAND and 00/100 Dollars ($286,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash at the Closing.

Special Provisions

2.03. By execution of this Contract Seller acknowledges, understands, and agrees that it will be necessary for Purchaser to enter upon the remaining property of Seller, out of which the Property was conveyed, for the purpose of removing that portion of the single family residential structure and concrete slab improvements which are bisected by the acquisition. Seller hereby authorizes Purchaser, its agents or assigns, to enter upon the remaining property for the purpose of removing said improvements.

2.04. As an agreement and obligation which shall survive the Closing of this transaction, Purchaser agrees that it shall maintain water service to the remaining property of Seller until such time as any water meter located within the Property shall be adjusted with the proposed CR110 roadway construction project, or unless otherwise agreed with Seller in advance for any periods of temporary shut off of service in order to allow Purchaser to carry out the provisions of this Contract.

2.05. As an agreement which shall survive the Closing of this transaction, Seller shall be allowed to retain and remove any portion of the single family residence improvements prior to vacating the structure. Any portion of the single family residence improvements which are not removed prior to the date of vacation shall become the property of Purchaser, and Seller shall not remove any additional improvements after the vacation date, and shall not allow or authorize any other person to do so. Said vacation date shall be no sooner than forty five (45) days after the Closing.

2.06. As an agreement and obligation which shall survive the Closing of this transaction, Seller shall retain all existing access rights to its remaining property from CR 110, subject to any applicable spacing or access management requirements of any jurisdiction governing the property of Seller, and Purchaser shall construct one (1) driveway connection from the proposed CR 110 improvements to the remaining property of Seller, in the location and of the material and specification as closely as possible to the existing condition. By execution of this Contract Seller grants Purchaser, its agents and contractors the temporary license to enter the remaining property of Seller to carry out the obligations of this paragraph.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's current actual knowledge:

(1) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than as previously disclosed to Purchaser;

(2) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof;

The Property herein is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Capital Title Company on or before May 31st, 2016, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to all of the Property described in Exhibit "A", free and clear of any and all liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable;

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(2) Deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, issued by Title Company, in Grantee's favor in the full amount of the purchase price, insuring Purchaser's contracted interests in and to the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted;

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable".

(d) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price.

Prorations

5.04. General real estate taxes for the then current year relating to the Property shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $2000 as liquidated damages for any failure by Purchaser to satisfy all of its prerequisites to close within sixty (60) days after the date of full execution of this Contract, or in the alternative may elect to enforce specific performance of this Contract.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by Williamson County, Texas which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

Joseph Weldon Morton, Jr.

Address: 7111 CO RD 110

Date: 7/28/2016

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel No.: 40S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 40S

DESCRIPTION OF A 0.551 ACRE (23,992 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 1.982 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO JOSEPH WELDON MORTON, JR., AND RECORDED IN DOCUMENT NO. 2014046833 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.551 ACRE (23,992 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at the base of a bent 1/4-inch iron rod found 262.01 feet right of Engineer's Centerline Station (E.C.S.) 201+00.20, said point being the southeast corner of said 1.982 acre tract, same being northeast corner of a called 1.000 acre tract as described in a deed to Marliza and Todd Osburn and recorded in Document No. 2012032864, O.P.R.W.C.TX., same being on the west line of a called 2.58 acre tract as described in a deed to Eulalio C. and Elvira G. Perez and recorded in Volume 2585, Page 790 of the Deed Records Williamson County, Texas (D.R.W.C.TX.);

THENCE S 87°37'14" W, with the common line of said 1.982 acre tract and said 1.000 acre tract, a distance of 171.83 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 100.00 feet right of E.C.S. 201+64.67, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (grid N:10178327.89, E:3155037.87) of the parcel described herein;

1) **THENCE** S 87°37'14" W, continuing with the said common line, a distance of 117.16 feet to a 1/2-inch iron rod found 11.60 feet left of E.C.S. 202+01.33, said point being the southwest corner of said 1.982 acre tract, same being a northwest corner of said 1.000 acre tract, same being on the existing east right-of-way of CR 110, a variable width right-of-way (no record information found);

2) **THENCE** N 02°13'18" W, with the existing east right-of-way line of said CR 110, same being the west line of said 1.982 acre tract, a distance of 244.75 feet to a 1/2-inch iron rod found 43.81 feet right of E.C.S. 204+41.84, same being on the existing south right-of-way line of CR 109 (Limmer Loop), a variable width right-of-way, as conveyed to Williamson County, Texas and recorded in Document No. 2007036766, O.P.R.W.C.TX.;

3) **THENCE** N 50°34'26" E, with the existing south right-of-way line of said CR 109, same being the north line of said 1.982 acre tract, a distance of 93.54 feet to a calculated point;

4) **THENCE** N 87°43'41" E, continuing with the existing south right-of-way line of said CR 109, same being the north line of said 1.982 acre tract, a distance of 46.70 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 172.70 feet right of E.C.S. 204+77.66, said point being on the proposed east right-of-way line of CR 110, from which a Mag Nail® found 339.23 feet right of E.C.S. 204+49.95, bears N 87°43'41" E, a distance of 168.81 feet;

5) **THENCE** S 37°38'43" W, over and across said 1.982 acre tract, with the proposed east right-of-way line of CR 110, a distance of 95.78 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 100.00 feet right of E.C.S. 204+14.81, said point being the beginning of a curve;

6) **THENCE,** continuing with the proposed right-of-way line of CR 110, being a curve to the left, an arc distance of 234.86 feet, through a central angle of 08°45'19", having a radius of 1,537.00 feet and a chord that bears S 16°22'06" E, a distance of 234.63 feet to the **POINT OF BEGINNING**, and containing 0.552 acre (24,046 sq. ft.) of land, more or less.

*Area calculated by SAM, LLC.

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. All coordinates shown hereon are in grid and can be converted to surface by multiplying by the same factor.

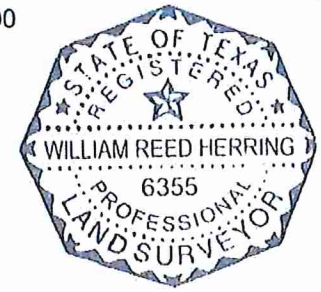
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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 20th day of October, 2015.

SURVEYING AND MAPPING, Inc.
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



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
- ℄ PROPERTY LINE
- ( ) RECORD INFORMATION
- P.U.E. PUBLIC UTILITY EASEMENT
- 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)

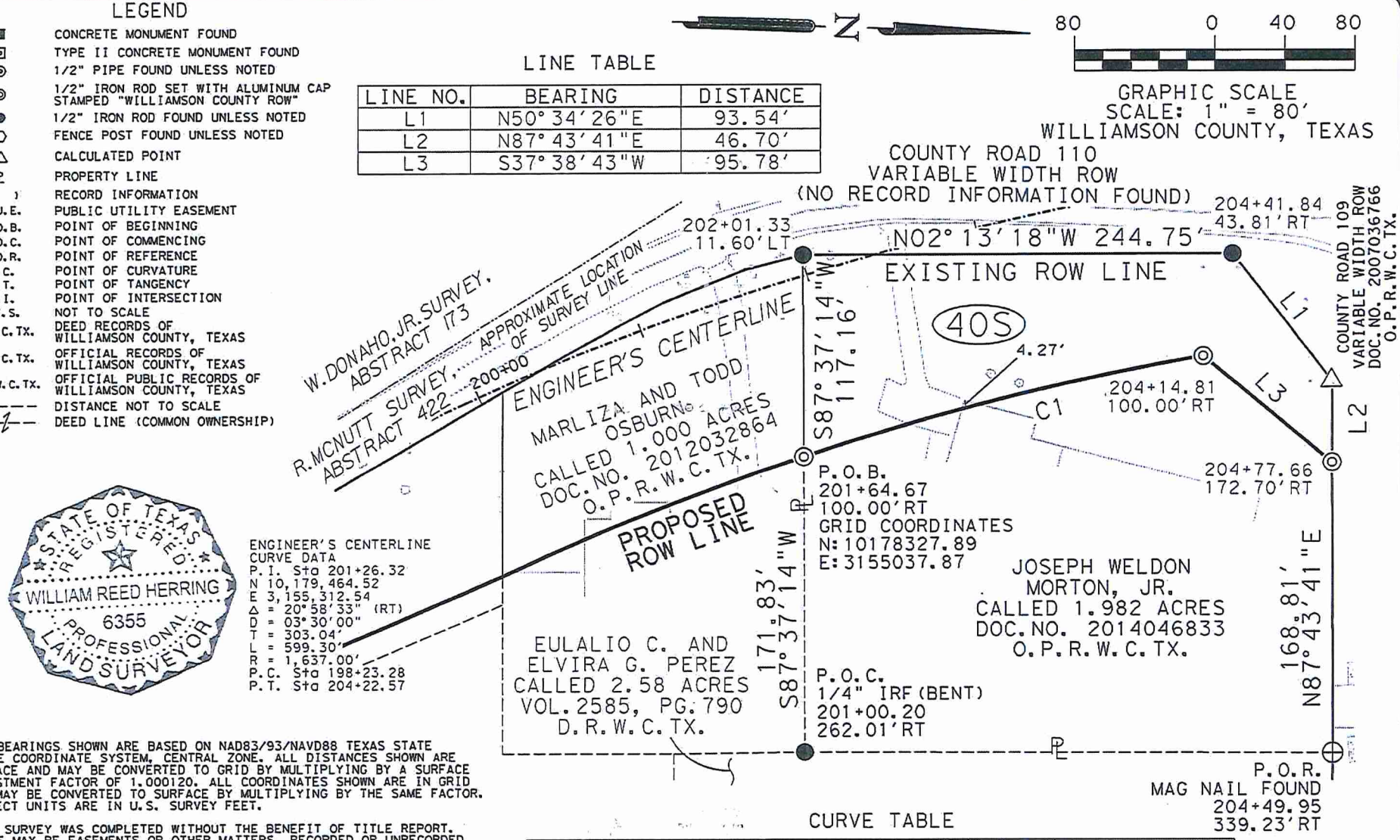
LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N50° 34' 26"E	93.54'
L2	N87° 43' 41"E	46.70'
L3	S37° 38' 43"W	95.78'

N

80 0 40 80

GRAPHIC SCALE
SCALE: 1" = 80'
WILLIAMSON COUNTY, TEXAS



ENGINEER'S CENTERLINE CURVE DATA
P.I. Sta 201+26.32
N 10,179,464.52
E 3,155,312.54
Δ = 20° 58' 33" (RT)
D = 03° 30' 00"
T = 303.04'
L = 599.30'
R = 1,637.00'
P.C. Sta 198+23.28
P.T. Sta 204+22.57

STATE OF TEXAS REGISTERED WILLIAM REED HERRING 6355 PROFESSIONAL LAND SURVEYOR

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. C.R. 110 ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM DANNENBAUM SCHEMATIC RECEIVED BY SAM, LLC. IN FEBRUARY, 2015.

« AREA 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.

10/20/2015
DATE

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

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	08° 45' 19" (LT)	1,537.00'	234.86'	234.63'	S16° 22' 06"E

TIME: 11:08:48 AM
DATE: 10/21/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 40S.dgn

REF. FIELD NOTE NO. 18051

EXISTING	1.982 AC.	ACQUIRE	0.551 AC.	REMAINING	1.431 AC. RIGHT

SAM
SURVEYING · AERIAL MAPPING · ENGINEERING
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
JOSEPH WELDON MORTON, JR.
PARCEL 40S
0.551 AC. (23,992 SQ. FT.)

EXHIBIT "B"

Parcel 40S

DEED
County Road 110 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS 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.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That JOSEPH WELDON MORTON, JR., a single person, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract 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 0.551 acre (approximately 23,992 Sq. Ft.) tract of land in the R. McNutt Survey, Abstract No. 422, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 40S**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A", or bisected by the acquisition of the property in Exhibit "A", to wit: NONE

Grantor does additionally bargain, sell and convey unto Williamson County, Texas that portion of the following bisected improvements located on the remaining property out of which the above-described premises were originally a portion, to wit: one-story, single family residence, including garage and covered patio, subject to Grantor's authorized removal prior to vacating the premises. Grantor authorizes the County, its agents or assigns, to enter upon their remaining property for the purpose of removing said bisected improvement(s), and Grantor expressly waives all damages or claims that may result to the remaining property of the Grantors as a result of such entry
and removal of said improvement(s)

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 110, but shall not be used or exported from the Property for any other purpose.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2016.

[signature pages follow]

GRANTOR:

Joseph Weldon Morton

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 26 day of April, 2016 by Joseph Weldon Morton, in the capacity and for the purposes and consideration recited therein.

MONICA MONZON
Notary Public, State of Texas
My Commission Expires
September 11, 2018

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **19.**

Meeting Date: 05/10/2016

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 an Interlocal Agreement with the City of Round Rock regarding the Oak Bluff Drainage Project.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Interlocal Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Charlie Crossfield		Started On: 05/05/2016 09:44 AM
Final Approval Date: 05/05/2016		

COPY

INTERLOCAL AGREEMENT BETWEEN WILLIAMSON COUNTY AND CITY OF ROUND ROCK

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Interlocal Agreement (the "Agreement") is entered into as of this _____ day of _____, 2016, by and between Williamson County, a political subdivision of the state of Texas (the "County") and the City of Round Rock, 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 partner with the County to fund Engineering and Surveying Services necessary to analyze current hydrologic and hydraulic conditions, to develop design alternatives for increasing capacity, and to prepare construction drawings for improvements to the storm system (the "System") that exists in the vicinity of the common boundary between Greenfield and Oak Bluff Estates Subdivisions, as shown on **Exhibit "A"**, attached hereto;

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

A.

TERMS AND CONDITIONS

1. Engineering and Surveying Services.

1.1 Project. The scope of engineering and surveying services contemplated for funding under this Agreement (the "Project") include the following:

1.1.1 Development of a hydrologic model for the drainage basin contributing to the System. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.

1.1.2 Development of a 2-dimensional hydraulic model for existing conditions in the vicinity of the System; and for proposed

R-2016-3400

COPY

conditions in the vicinity of the System based on alternative improvement scenarios set forth in section 1.1.3, below. Model results shall be generated for the 10%, 4%, 2%, and 1% annual chance storm events and model calibration shall be performed based on historical data available from the storm events occurring in October 2013 and May 2015.

1.1.3 Development of design alternatives consisting of conduits, inlets, open channels, or combinations thereof necessary to increase the capacity of the System to levels that would be sufficient to convey storm water generated by the aforementioned drainage basin for the 4%, 2%, and 1% annual chance events considering tailwaters on Brushy Creek that are based on hydrograph timing of the creek corresponding to the time of peak of the drainage basin or otherwise on proper engineering judgment. And, identification of measures that could be implemented to prevent storm water in Brushy Creek from backing up into the System when the creek level is above the outlet of the System.

1.1.4 Determination of easement requirements; and development of opinions of probable cost for various design alternatives.

1.1.5 Surveying necessary to delineate existing property/easement boundaries; existing utilities, improvements, and topographic conditions; and as required for existing/proposed system analyses and improvements design.

1.1.6 Preparation of an engineering report and exhibits to document and explain methodology, modeling, results, etc. for the engineering and surveying work in items 1.1.1 through 1.1.5, above.

1.1.7 Design and construction drawing preparation for the alternatives or portions thereof selected by the City and the County ("Design and Construction Drawing Work"); preparation shall include 50%, 100%, and final construction drawings submittals.

1.2 Total Cost. The Total Cost of the Project shall be the cost actually paid by the City under the contract set forth in section 1.4.1. Costs associated with City's or County's personnel, time, and equipment are not included in the Total Cost.

1.3 Design Pre-approval. Upon completion of the Project work in items 1.1.1 through 1.1.6, above, representatives from the City and the County shall meet and pre-approve in writing the scope of Project work to be performed in item 1.1.7, above. If both parties fail to agree on the scope of Project work described in item 1.1.7, only the Project work in items 1.1.1 through 1.1.6, will be subject to this Agreement.

1.4 Obligation of the City.

1.4.1 The City will contract with a private engineering firm ("Engineering Firm") to accomplish the Project and will be solely responsible for administering said contract.

COPY

1.4.2 The City shall be responsible for one half of the Total Cost. If the Total Cost exceeds $80,000, the City shall be responsible for the amount in excess of $80,000. The County shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.

1.4.3 The City shall provide copies of any results, records, and/or deliverables in its possession associated with the contract in section 1.4.1, above, within five (5) business days of request by the County.

1.4.4 Costs associated with City personnel, time, and equipment shall be borne solely by the City.

1.4.5 Upon City's approval of a contract with the Engineering Firm, the City shall request reimbursement from the County for its share of the Total Cost. The City will not seek reimbursement or payment for any costs or expenses other than costs included in the Total Cost. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all costs for which reimbursement is sought.

1.4.6 The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Total Cost. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.

1.4.7 If the Design and Construction Drawing Work is performed pursuant to section 1.3, above, the City will provide the County with a copy of the 50% construction drawing submittal for review and comment. Subsequent to proceeding beyond 50%, the City will provide the County a copy of the 100% construction drawing submittal for review and comment.

1.5 Obligation of the County.

1.5.1 The County shall be responsible for one half of the Total Cost, but in no event more than $40,000.

1.5.2 The County shall reimburse to the City an amount equal to one half of the Total Cost after the City has approved a contract with the Engineering Firm.

1.5.3 Upon request by the City in accordance with section 1.4.5, above, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the request. Payment not mailed within 30 calendar days of receipt of the City's request by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).

1.5.4 The County shall provide results, records, and/or deliverables in its possession associated with any work performed related to the Project, within five (5) business days of request by the City. The

COPY

City shall have full access to all reports, calculations, files, and exhibits in both electronic and paper copy.

1.5.5 Costs associated with County personnel, time, and equipment shall be borne solely by the County.

1.5.6 The County will provide to City any comments on the 50% and 100% drawings, submitted in accordance with section 1.4.7, within ten (10) business days of receipt.

B.

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.

COPY

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 City does not, pursuant to section 1.4.1 above, contract with a private engineering firm, within three (3) months after this Agreement is executed by both 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.

WILLIAMSON COUNTY

By: _____
Honorable Dan A. Gattis, County Judge

Date: _____

CITY OF ROUND ROCK, TEXAS

By: George White
~~Alan McGraw, Mayor~~ George White, Mayor Pro-Tem

Date: 4.28.16

Commissioners Court - Regular Session **20.**

Meeting Date: 05/10/2016

Joint Use 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 an Utility Relocation and Joint Use Agreement with the City of Georgetown regarding CR 258.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Utility Relocation and Joint Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 11:22 AM
Form Started By: Charlie Crossfield		Started On: 05/05/2016 09:21 AM
Final Approval Date: 05/05/2016		

UTILITY RELOCATION AND JOINT USE AGREEMENT

This Utility Relocation and Joint Use Agreement ("Agreement") is made and entered into and effective the 04 day of April, 2016, by and between the City of Georgetown, Texas (hereinafter referred to as "Georgetown") and Williamson County, Texas (hereinafter referred to as "County").

WHEREAS, County proposes to make certain roadway improvements on CR 258 from Sunset Ridge to Reagan Blvd. in Williamson County (hereinafter called "Project"); and

WHEREAS, Georgetown is the owner of certain utility improvements currently located in a private easement (hereinafter referred to as "Facilities) described as follows: Construction of 18 Inch water line with valves, appurtenances, and service connections from existing 16" to existing 24", including reconnection to existing mains and services.; and

WHEREAS, to accommodate the Project, County proposes to perform certain modifications to and relocation of the Facilities within the roadway right of way (hereinafter referred to as the "Work") as indicated on the attached plans and specifications.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, County agrees to perform the Work and permit the Project subject to the following terms and provisions:

1. Georgetown authorizes the County to perform the Work and agrees to accept the Work to accommodate the Project. Georgetown agrees to quitclaim the Facilities to County in exchange for upsizing to 18 inches.

2. Design of the Project and the Work will be completed by the Williamson County Road Bond Utility Coordinator design team and approved by Georgetown. County agrees to bear 100% of the costs incurred relating to design of the Project and the Work.

3. County agrees to perform the Work and agrees to bear 100% of the costs of performance of the Work. County will provide an as-built drawing to Georgetown upon completion of the Work.

4. County shall, at its own expense, inspect the Work to assure that the Work is being performed in compliance with the attached plans and specifications that have been reviewed and approved by Georgetown.

5. Georgetown shall have the right to inspect the Work to assure that the Work is being performed in compliance with the plans and specifications that have been approved by Georgetown. County agrees to reimburse the cost of Georgetown's Water Inspection Services to inspect the work.

6. Once the Work is complete, joint use for both roadway and utility purposes will be made of the area within the right of way limits as such area is defined and to the extent indicated on the approved plans. Georgetown shall retain all of the same rights in the area within the right of way limits as Georgetown had in the private easement prior to relocation of the Facilities. Once the Work is complete, County agrees to pay the costs incurred by Georgetown for any future adjustment, removal or relocation required by roadway construction or the County, including the cost to relocate in a private easement, if necessary.

7. If in the future existing facilities are to be altered or modified or new facilities constructed within the right of way limits, Georgetown agrees to notify County prior thereto, to furnish necessary sketches showing location, type of construction and methods to be used for protection of traffic. If such alteration, modification or new construction will injure the roadway or endanger the traveling public using said roadway, County shall have the right, after receipt of such notice, to prescribe such regulations and rules for the work proposed by Georgetown as reasonably necessary for the protection of the roadway facility and the traveling public using said roadway; provided further, however, that such regulations and rules shall not extend to the requiring of the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

8. County shall perform all operations and construction activities in a workmanlike and safe manner and in conformance with all applicable industry and governmental standards and conditions that may be imposed from time to time.

9. County shall give Georgetown at least 48 hours advance notice of commencement of any construction activity on or adjacent to the Facilities, excepting only cases of emergency. Said notice shall be given to: _____
Texas One-Call: 1-800-245-4545.

10. In the event County breaches any of the terms, covenants or provisions of this Agreement and Georgetown commences litigation to enforce any provisions of this Agreement, the cost of attorneys' fees, interest and the attendant expenses will be payable to Georgetown by County upon demand.

11. To the fullest extent permitted by law, the County shall indemnify, save, hold harmless, and at Georgetown's option, defend Georgetown and its directors, officers, employees and agents from any and all claims, demands, cost (including reasonable attorney and expert witness fees and court costs), expenses, losses, causes of action (whether at law or in equity), fines, civil penalties, and administrative proceedings for injury or death to persons or damage or loss to property or other business losses, including those made or incurred by Georgetown or its directors, officers, employees, or agents and including environmental damage in any way arising from or connected with the existence, construction, operation, maintenance, removal or other operations arising out of the Work as described in this Agreement and the construction, operation and/or use of the Project by County, except those arising from Georgetown's sole negligence.

12. This Agreement supersedes every antecedent or concurrent oral and/or written declaration and/or understanding by and between Georgetown and County pertaining to the Work.

13. The following Attachments are incorporated in this Agreement by reference:

Attachment A - Plans, Specifications, and Estimated Costs
Attachment B - County's Schedule of Work and Estimated Date of Completion
Attachment C - Proof of Property Interest – ROW-U-1A

CITY OF GEORGETOWN

BY: _____
Dale Ross, Mayor

ATTEST:

BY: _____
~~Jessica Brettle~~, City Secretary

APPROVED AS TO FORM:

BY: _____
Bridget Chapman, City Attorney

WILLIAMSON COUNTY

BY: _____
Dan A. Gattis, Williamson County Judge

ATTEST:

BY: _____
County Clerk

APPROVED AS TO FORM:

BY: _____
County Attorney

Attachment A

Plans, Specifications, and Estimated Costs

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
W1.17.A.18	8,378	LF	Pipe, 18" Dia. Water, Complete in Place, Including Excavation and Backfill. Write in selected material	$120.00	$1,005,360.00
W1.17.AR.18	1,168	LF	Pipe, 18" Dia.Water (Restrained), Complete in Place, Including Excavation and Backfill. Write in selected material	$150.00	$175,200.00
W2.10.AR.8	127	LF	Pipe, 8" Dia. PVC (Restrained), Including Excavation and Backfill	$95.00	$12,065.00
W2.10.AR.12	121	LF	Pipe, 12" Dia. PVC (Restrained), Including Excavation and Backfill	$150.00	$18,150.00
W2.10.AR.16	121	LF	Pipe, 16" Dia. PVC (Restrained), Including Excavation and Backfill	$150.00	$18,150.00
W2.10.BP18x24	1	EA	Pressure Taps, 18"x24" Dia.	$15,000.00	$15,000.00
W1.17.A	4	TON	Ductile Iron Fittings	$5,500.00	$22,000.00
CIP11.06.B	9,915	LF	Trench Excavation Safety Protection System (All Depths)	$3.75	$37,181.25
W3.21.A8	2	EA	Valves, Gate 8" Dia.	$2,500.00	$5,000.00
W3.21.A12	1	EA	Valves, Gate 12" Dia.	$3,300.00	$3,300.00
W3.21.A16	1	EA	Valves, Gate 16" Dia.	$6,000.00	$6,000.00
W3.21.A18	19	EA	Valves, Gate 18" Dia.	$6,500.00	$123,500.00
W3.21.B	10	EA	Fire Hydrant Assembly	$4,500.00	$45,000.00
W2.10.A2	1,166	LF	Pipe, 2" Dia. SDR-9 PVC, New Service Line	$10.00	$11,660.00
W2.10.A6	440	LF	Pipe, 4" Dia. SDR-26 PVC, Casing for Service Lines	$30.00	$13,200.00
W4	5	EA	Single service connections, incl. new meters, and incl private side connections	$2,000.00	$10,000.00
W4.PRV	13	EA	Single service connections, incl. new meters, with PRV, and incl private side connections	$2,500.00	$32,500.00
W5	4	EA	Double service connections, incl. new meters, and incl private side connections	$2,500.00	$10,000.00
W3.21.AV2	5	EA	Valve, Comb. Air 2" Dia.	$3,700.00	$18,500.00
W1.17.B18x16	1	EA	Wet Connection, 18"x16" Dia.	$4,000.00	$4,000.00
W1.17.B16x15	1	EA	Wet Connection, 16"x15" Dia.	$4,000.00	$4,000.00
W1.17.B12x3	1	EA	Wet Connection, 12"x3" Dia.	$2,000.00	$2,000.00
W1.17.B8x3	1	EA	Wet Connection, 8"x3" Dia.	$1,000.00	$1,000.00
W1.17.B8x2	1	EA	Wet Connection, 8"x2" Dia.	$1,000.00	$1,000.00
W4.05.A18	107	LF	Encasement Pipe, 18" Dia, Steel	$100.00	$10,700.00
W4.05.A24	100	LF	Encasement Pipe, 24" Dia, Steel	$125.00	$12,500.00
W4.05.A30	709	LF	Encasement Pipe, 30" Dia, Steel	$175.00	$124,075.00
SS.501S-30	110	LF	Jacking or Boring 30" Pipe, Steel	$470.00	$51,700.00
SD1.10.A	173	SY	Asphalt Pavement Repair	$80.00	$13,840.00
SD4.08.A	173	SY	Flexible Base	$46.00	$7,958.00
SD1.10.A	148	SY	Gravel Driveway	$46.00	$6,808.00
	1	LS	Demo Existing PRV and Vault; C.O.G. to salvage PRV	$10,000.00	$10,000.00
			Pretotal BID AMOUNT With DI Pipe		$1,831,347.25
			Contigency (5%)		$91,567.36
			Total		$1,922,914.61

CR 258
Waterline Relocation

Task	Fee (incl exp)
Preliminary	$15,272
Design	$131,919
Bid	$7,557
Construction	$31,518
Total	$186,266

Special Specification
GT100
Water Relocation Plans

1. **Description.** This Item will govern for all materials and work necessary for the relocation of the Georgetown Water Line as shown on the relocation plans.

2. **Materials.** Furnish materials of the type as shown on the plans in accordance with Georgetown Water Technical Specifications as listed below:

CIP11	Trench Safety Requirements
G4	Pipe Excavation, Trenching, Embedment, Encasement, and Backfilling
G5	Granular Fill Materials
W1	Ductile Iron Pipe and Fittings
W2	Polyvinyl Chloride (PVC) Pipe - Water
W3	Valves, Hydrants, and Appurtenances
W4	Encasement Pipe
C1	Concrete Structures
C2	Concrete for Structures
C7	Reinforcing Steel
C9	Flowable Fill
SS501S	(City of Austin) Jacking or Boring Pipe

Special Provisions

SPW1	Ductile Iron Pipe and Fittings
SPW2	Polyvinyl Chloride (PVC) Pipe – Water

3. **Construction.** The construction will be per the Georgetown Water Technical Specifications included herein.

4. **Measurement.** Measurement for each bid item shall be as described in the Georgetown Water Technical Specifications and Special Provisions provided herein.

5. **Payment.** Payment for each bid item shall be as described in the Georgetown Water Technical Specifications and Special Provisions provided herein.

Special Provision W2 – Polyvinyl Chloride (PVC) Pipe - Water

Delete and Replace the section W2.10 with the following:

A. The pipeline, complete in place, including cleanup, will be measured for payment in linear feet along the centerline of the pipe actually installed. Measurement shall be through all fittings, specials, valves, etc., and no deduction in length shall be made for such appurtenances. Installation of the pipeline will be paid for at the unit contract price per linear foot as provided in the Proposal and Bid Schedule.

B. Payment of the unit contract price for the items of work performed shall be the total compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work that is necessary for the installation, testing, and sterilization of the pipe, blocking, embedment or placing in encasement pipe and all other appurtenances in accordance with the Plans and the provisions of the Specifications.

C. Fittings:
Ductile iron fittings, furnished in accordance with these specifications, will be paid for at the unit price bid per ton, complete in place, according to the schedule of weights in the City of Austin Standard Products List WW-27C. Bolts, glands, and gaskets will not be paid for separately and shall be included in the contract unit price for fittings.

D. Wet Connections to Potable Water Mains:
When called for in the bid, wet connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work required, including labor and materials, to make the connection and place the pipe in service.

E. Pressure Connections to Potable Water Mains
When called for in the bid, pressure connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work required, including labor and materials, to make the connection and place the pipe in service.

Special Provision W1 – Ductile Iron Pipe and Fittings

Delete and Replace the section W1.17 with the following:

A. The pipeline, complete in place, including cleanup, will be measured for payment in linear feet along the centerline of the pipe actually installed. Measurement shall be through all fittings, specials, valves, etc., and no deduction in length shall be made for such appurtenances. Installation of the pipeline will be paid for at the unit contract price per linear foot as provided in the Proposal and Bid Schedule.

B. Payment of the unit contract price for the items of work performed shall be the total compensation for furnishing all labor, materials, tools, equipment and incidentals and performing all work that is necessary for the installation, testing, and sterilization of the pipe, blocking, embedment or placing in encasement pipe and all other appurtenances in accordance with the Plans and the provisions of the Specifications.

C. Fittings:
Ductile iron fittings, furnished in accordance with these specifications, will be paid for at the unit price bid per ton, complete in place, according to the schedule of weights in the City of Austin Standard Products List WW-27C. Bolts, glands, and gaskets will not be paid for separately and shall be included in the contract unit price for fittings.

D. Wet Connections to Potable Water Mains:
When called for in the bid, wet connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work, including labor and materials, required to make the connection and place the pipe in service.

E. Pressure Connections to Potable Water Mains
When called for in the bid, pressure connections will be paid at the unit price bid per each, complete in place, according to the size of the main that is in service and shall be full compensation for all Work, including labor and materials, required to make the connection and place the pipe in service.

INDEX OF SHEETS

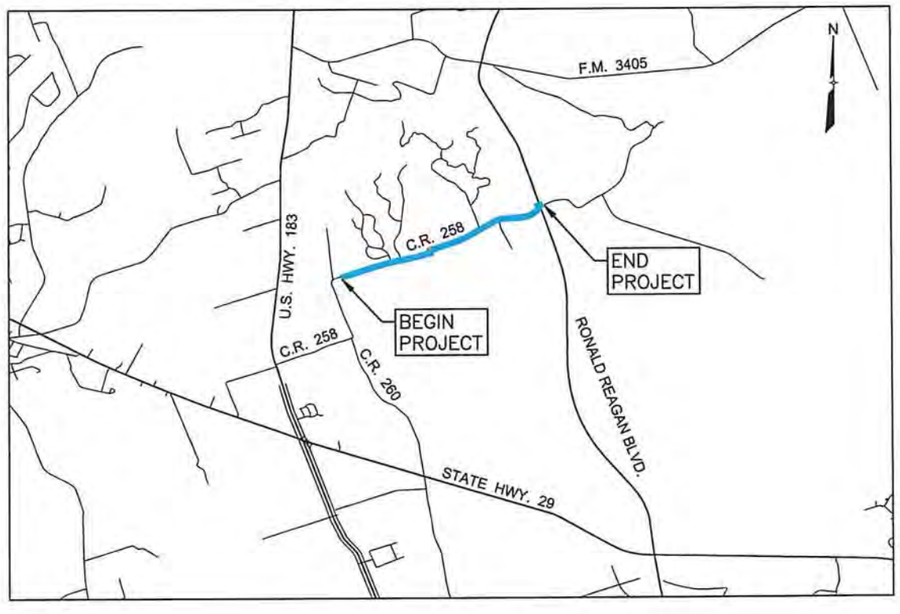
U-001	TITLE SHEET
U-002	GENERAL NOTES
U-003	LEGEND, SYMBOLS AND ABBREVIATIONS
U-100	KEY MAP
U-101-121	WATER LINE 'A' PLAN AND PROFILE SHEETS
U-501-503	STANDARD DETAILS

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
RECONSTRUCTION OF COUNTY ROAD 258
18" WATER LINE RELOCATION

TOTAL LENGTH OF PROJECT: 9,484 LF
PROJECT LIMITS: FROM SUNSET RIDGE TO RONALD REAGAN BOULEVARD

CONSTRUCTION OF 18" WATER LINE, WITH VALVES, APPURTENANCES, AND SERVICE CONNECTIONS FROM EXISTING 16" TO EXISTING 24", INCLUDING RECONNECTION TO EXISTING MAINS AND SERVICES



VICINITY MAP
(NOT TO SCALE)

REV. NO.	REVISION DESCRIPTION	(C)ORRECT, (A)DD, (V)OID SHEET NUMBERS	APPR'D BY:	DATE

OWNER INFORMATION

OWNER:
CITY OF GEORGETOWN, TEXAS
300 INDUSTRIAL AVENUE
GEORGETOWN, TEXAS 78626

CONTACT:
MICHAEL HALLMARK
512-930-3569

DESIGNER:
COBB FENDLEY
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752

CONTACT:
TRAVIS M. McCOY, P.E.
512-834-9798

SUBMITTED FOR APPROVAL:

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

Julie Hastings 03/15/2016
JULIE D. HASTINGS, P.E. DATE
COBBFENDLEY, INC.

APPROVALS:

Michael Hallmark 3/18/16
DATE
CITY OF GEORGETOWN, TEXAS

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
1100 NORTHWEST LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78752
210.826.4611 | FAX 210.826.4906
WWW.COBBFENDLEY.COM

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GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN STANDARD SPECIFICATIONS.
2. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF GEORGETOWN MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
3. DESIGN PROCEDURES SHALL BE IN COMPLIANCE WITH THE CITY OF GEORGETOWN ENGINEERING DESIGN GUIDELINES AND UNIFIED DEVELOPMENT CODE. ALL WAIVERS OR VARIANCES ARE LISTED BELOW:
4. AFTER THE CONSTRUCTION PERMIT HAS BEEN ISSUED AND PRIOR TO THE BEGINNING CONSTRUCTION, THE OWNER OR HIS REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN THE CITY OF GEORGETOWN, DESIGN ENGINEER, CONTRACTOR(S), WILLIAMSON COUNTY (IF IN THE ETJ), OTHER UTILITY COMPANIES, AND ANY OTHER AFFECTED PARTIES. THE CITY OF GEORGETOWN SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO THE PROPOSED MEETING TIME (512-930-3569).
5. THE CONTRACTOR SHALL GIVE THE CITY OF GEORGETOWN CONSTRUCTION INSPECTOR AT LEAST 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
6. ANY CHANGES OR REVISIONS TO THESE APPROVED PLANS MUST BE SUBMITTED BY THE DESIGN ENGINEER AND APPROVED BY THE CITY OF GEORGETOWN PRIOR TO CONSTRUCTION OF THE REVISION.
7. ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, TREES, ETC., NOT PLANNED FOR DESTRUCTION OR REMOVAL OR OTHER PUBLIC INFRASTRUCTURE DAMAGED OR REMOVED WILL BE BY THE CONTRACTOR AT HIS EXPENSE BEFORE ACCEPTANCE OF THE SUBDIVISION.
8. BENCHMARKS:
   SEE "SURVEY CONTROL DATA" PLANS IN "RECONSTRUCTION OF COUNTY ROAD 258, ROADWAY AND DRAINAGE IMPROVEMENTS" PLAN SET FOR BENCHMARK INFORMATION, PREPARED BY:
   CIVIL ENGINEERING CONSULTANTS
   11550 IH-10 WEST, SUITE 395
   SAN ANTONIO, TEXAS 78230
   (210) 641-9999
9. BLASTING OR BURNING SHALL NOT BE PERMITTED ON THIS PROJECT.
10. THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER IMMEDIATELY. THE DESIGN ENGINEER SHALL BE RESPONSIBLE FOR REVISING THE PLANS AS APPROPRIATE AND SUBMITTING A REVISION TO THE CITY. USE ONE CALL UTILITY SYSTEM: DIAL 1-800-344-8377, 48 HOURS BEFORE YOU DIG.
11. EXCESS SOIL SHALL BE REMOVED AT THE CONTRACTOR'S EXPENSE. NOTIFY THE CITY OF GEORGETOWN IF THE DISPOSAL SITE IS INSIDE THE CITY'S JURISDICTIONAL BOUNDARIES.
12. ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. REVEGETATION OF ALL DISTURBED AREAS OR EXPOSED AREAS SHALL CONSIST OF SODDING OR SEEDING; AT THE CONTRACTOR'S OPTION.
13. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO INSPECT TEMPORARY EROSION CONTROLS ON A DAILY BASIS. ADJUST THE CONTROLS AND/OR REMOVE ANY SEDIMENT BUILDUP AS NECESSARY.
14. CONTRACTOR WILL BE RESPONSIBLE FOR KEEPING ROADS AND DRIVES ADJACENT TO AND NEAR THE SITE FREE FROM SOIL, SEDIMENT AND DEBRIS. CONTRACTOR WILL NOT REMOVE SOIL, SEDIMENT OR DEBRIS FROM ANY AREA OR VEHICLE BY MEANS OF WATER, ONLY SHOVELING AND SWEEPING WILL BE ALLOWED. CONTRACTOR WILL BE RESPONSIBLE FOR DUST CONTROL FROM THE SITE.
15. PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
16. ALL WET UTILITIES SHALL BE INSTALLED AND ALL DENSITIES MUST HAVE PASSED INSPECTIONS(S) PRIOR TO THE INSTALLATION OF DRY UTILITIES.
17. A TRAFFIC CONTROL PLAN, IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO ANY PARTIAL OR COMPLETE ROADWAY CLOSURES. TRAFFIC CONTROL PLANS SHALL BE SITE SPECIFIC AND BE SEALED BY A REGISTERED TEXAS PROFESSIONAL ENGINEER.

EROSION AND SEDIMENTATION CONTROL NOTES

1. EROSION CONTROL MEASURES, SITE WORK, AND RESTORATION WORK SHALL BE IN ACCORDANCE WITH THE CITY OF GEORGETOWN'S SUBDIVISION CODE AND CONSTRUCTION STANDARDS MANUAL, EXCEPT AS NOTED BELOW AND APPROVED BY CITY COUNCIL:
2. SLOPES SHALL BE SODDED OR SEEDED WITH THE APPROPRIATE GRASS, GRASS MIXTURES, OR GROUND COVER SUITABLE TO THE AREA AND SEASON TO WHICH THEY ARE APPLIED.
3. SILT FENCES, ROCK BERMS AND SIMILARLY RECOGNIZED TECHNIQUES AND MATERIALS SHALL BE EMPLOYED DURING CONSTRUCTION TO PREVENT POINT SOURCE SEDIMENTATION LOADING OF DOWNSTREAM FACILITIES. SUCH INSTALLATION SHALL BE REGULARLY INSPECTED BY THE CITY OF GEORGETOWN FOR EFFECTIVENESS. ADDITIONAL MEASURES MAY BE REQUIRED IF, IN THE OPINION OF THE CITY ENGINEER, THEY ARE WARRANTED.
4. ALL TEMPORARY EROSION CONTROL MEASURES SHALL NOT BE REMOVED UNTIL FINAL INSPECTION AND APPROVAL OF THE PROJECT BY THE ENGINEER.
5. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL TEMPORARY EROSION CONTROL STRUCTURES AND TO REMOVE EACH STRUCTURE AS APPROVED BY THE ENGINEER.

UTILITY NOTES

1. THESE CONSTRUCTION PLANS WERE PREPARED, SEALED, SIGNED AND DATED BY A TEXAS LICENSED PROFESSIONAL ENGINEER. THEREFORE BASED ON THE ENGINEER'S CONCURRENCE OF COMPLIANCE, THE CONSTRUCTION PLANS FOR CONSTRUCTION OF THE PROPOSED PROJECT ARE HEREBY APPROVED SUBJECT TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS MANUAL AND ALL OTHER APPLICABLE CITY, STATE AND FEDERAL REQUIREMENTS AND CODES.
2. THIS PROJECT IS SUBJECT TO ALL CITY STANDARD SPECIFICATIONS AND DETAILS IN EFFECT AT THE TIME OF SUBMITTAL OF THE PROJECT TO THE CITY.
3. THE SITE CONSTRUCTION PLANS SHALL MEET ALL REQUIREMENTS OF THE APPROVED SITE PLAN.
4. WASTEWATER MAINS AND SERVICE LINES SHALL BE SDR 26 PVC.
5. WASTEWATER MAINS SHALL BE INSTALLED WITHOUT HORIZONTAL OR VERTICAL BENDS.
6. MAXIMUM DISTANCE BETWEEN WASTEWATER MANHOLES IS 500 FEET.
7. WASTEWATER MAINS SHALL BE LOW PRESSURE AIR TESTED AND MANDREL TESTED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
8. WASTEWATER MANHOLES SHALL BE VACUUM TESTED AND COATED BY THE CONTRACTOR ACCORDING TO CITY OF GEORGETOWN AND TCEQ REQUIREMENTS.
9. WASTEWATER MAINS SHALL BE CAMERA TESTED BY THE CONTRACTOR AND SUBMITTED TO THE CITY ON DVD FORMAT PRIOR TO PAVING THE STREETS.
10. PRIVATE WATER SYSTEM FIRE LINES SHALL BE TESTED BY THE CONTRACTOR TO 200 PSI FOR 2 HOURS.
11. PRIVATE WATER SYSTEM FIRE LINES SHALL BE DUCTILE IRON PIPING FROM THE WATER MAIN TO THE BUILDING SPRINKLER SYSTEM, AND 200 PSI C900 PVC FOR ALL OTHERS.
12. PUBLIC WATER SYSTEM MAINS SHALL BE 150 PSI C900 PVC OR DI AND TESTED BY THE CONTRACTOR AT 150 PSI FOR 4 HOURS.
13. ALL BENDS AND CHANGES IN DIRECTION ON WATER MAINS SHALL BE RESTRAINED AND THRUST BLOCKED.
14. LONG FIRE HYDRANT LEADS SHALL BE RESTRAINED.
15. ALL WATER LINES ARE TO BE BACTERIA TESTED BY THE CONTRACTOR ACCORDING TO THE CITY STANDARDS AND SPECIFICATIONS.
16. WATER AND SEWER MAIN CROSSINGS SHALL MEET ALL REQUIREMENTS OF THE TCEQ AND THE CITY.
17. LIBERTY HILL FIRE DEPARTMENT:
    FIRE HYDRANTS MUST BE INSTALLED WITH THE CENTER OF THE FIVE (5) INCH STEAMER OPENING AT LEAST 18 INCHES ABOVE FINISHED GRADE. THE FIVE (5) INCH OPENING MUST FACE THE DRIVEWAY OR STREET AND MUST BE TOTALLY UNOBSTRUCTED TO THE STREET. FIRE HYDRANT DESIGN SHALL BE 2- 2.5" NST OUTLETS, 1 - 5.0" STORZ CONNECTION WITH A CAP TO INCLUDE A HEX NUT TO FIT A HYDRANT WRENCH ALONG WITH A REFLECTIVE BAND. THE FIRE HYDRANT SHALL BE PAINTED SILVER IN COLOR AND DESIGNATED BY A BLUE REFLECTOR IN THE CENTER OF THE STREET.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.454.3161 | FAX 512.834.9563
WWW.COBBFENDLEY.COM

GENERAL NOTES

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R.RODRIGUEZ
DRAWN: R.RODRIGUEZ
CHECK: T. McCOY
APPR: T. McCOY
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

04/13/2016

SHEET
U-002
2 of 31

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SURVEY LEGEND

- BENCHMARK
- BOLLARD
- BORE HOLE
- CABLE TV JUNCTION BOX
- CABLE TV PEDESTAL
- CLEANOUT
- COMMUNICATIONS MANHOLE
- CONC. HWY. MONUMENT FOUND TYPE II
- CONCRETE MONUMENT FOUND
- CONCRETE MONUMENT SET
- COTTON SPINDLE FOUND
- COTTON SPINDLE SET
- ELECTRIC JUNCTION BOX
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER PAD
- FIRE HYDRANT
- GAS MANHOLE
- GAS METER
- GAS TEST LEAD
- GAS VALVE
- GROUND LIGHT
- GUARD POST
- GUY WIRE
- IRON PIPE FOUND
- IRON ROD FOUND
- IRON ROD SET
- IRRIGATION CONTROL VALVE
- LIGHT, STANDARD
- MAILBOX
- MANHOLE
- MONITORING WELL
- NAIL FOUND
- NAIL SET
- POWER POLE
- POWER POLE WITH LIGHT
- POWER POLE WITH RISER
- PULL BOX
- RISER
- ROOF DRAIN
- SEPTIC LID
- SIGN
- SPRINKLER HEAD
- STORM MANHOLE
- TELECOM JUNCTION BOX
- TELECOM MANHOLE
- TELECOM PEDESTAL
- TEST HOLE
- TRAFFIC SIGNAL BOX
- TRAFFIC SIGNAL POLE
- TREE
- TREE TO BE REMOVED
- UNDERGROUND CABLE TV MARKER
- UNDERGROUND ELECTRIC MARKER
- UNDERGROUND FIBER OPTIC MARKER
- UNDERGROUND GAS PIPELINE MARKER
- UNDERGROUND PIPELINE MARKER
- UNDERGROUND TELECOM MARKER
- UNDERGROUND WATER MARKER
- VALVE, MISCELLANEOUS
- VENT
- WASTEWATER MANHOLE
- WATER FAUCET
- WATER MANHOLE
- WATER METER
- WATER VALVE
- WELL

EXISTING UTILITIES AND FEATURES

- RIGHT OF WAY
- EASEMENT
- WATER LINE
- REUSE WATER
- WATER, ABANDONED
- WASTEWATER LINE
- FORCE MAIN
- WASTEWATER, ABANDONED
- STORM DRAIN
- STORM CULVERT
- GAS LINE
- OVERHEAD ELECTRIC
- U.G. TELECOM
- FIBER OPTIC
- U.G. ELECTRIC
- CABLE TV
- CHAINLINK FENCE
- IRON FENCE
- ROCK FENCE
- WIRE FENCE
- WOOD FENCE
- GUARD RAIL
- APPROXIMATE TREE LINE

ABBREVIATIONS

ASPH	ASPHALT
B–B	BACK TO BACK
BKFL	BACKFILL
℄	BASELINE
BE	BEVELED END
BM	BENCHMARK
BTM	BOTTOM
℄	CENTERLINE
CI	CAST IRON
CONC	CONCRETE
CONSTR	CONSTRUCTION
CMP	CORRUGATED METAL PIPE
DE	DRAINAGE EASEMENT
DI	DUCTILE IRON
ESMT	EASEMENT
ELEC	ELECTRIC
EL	ELEVATION
ELL	ELBOW
EXIST	EXISTING
FB	FIELDBOOK
FH	FIRE HYDRANT
F/C	FRAME AND COVER
FUT	FUTURE
HP	HIGH PRESURE (>60 PSIG)
LP	LOW PRESSURE (<60 PSIG)
LT	LEFT
MH	MANHOLE
NFIF	NOT FOUND IN FIELD
O/S	OFFSET
OHWM	ORDINARY HIGH WATER MARK
PE	POLYETHYLENE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
℄	PROPERTY LINE
PROP	PROPOSED
REF	REFERENCE
RCB	REINFORCED CONCRETE BOX
RCP	REINFORCED CONCRETE PIPE
RT	RIGHT
ROW	RIGHT OF WAY
SHT	SHEET
SW	SIDEWALK
STA	STATION
STL	STEEL
SD	STORM DRAIN
TELE	TELEPHONE / TELECOM
TBM	TEMPORARY BENCH MARK
TXDOT	TEXAS DEPARTMENT OF TRANSPORTATION
TGS	TEXAS GAS SERVICE CO.
UE	UTILITY EASEMENT
WE	WATER EASEMENT
WL	WATERLINE
WM	WATER METER
WV	WATER VALVE
WW	WASTEWATER
WWE	WASTEWATER EASEMENT

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

LEGEND, SYMBOLS AND ABBREVIATIONS

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R.RODRIGUEZ
DRAWN: R.RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

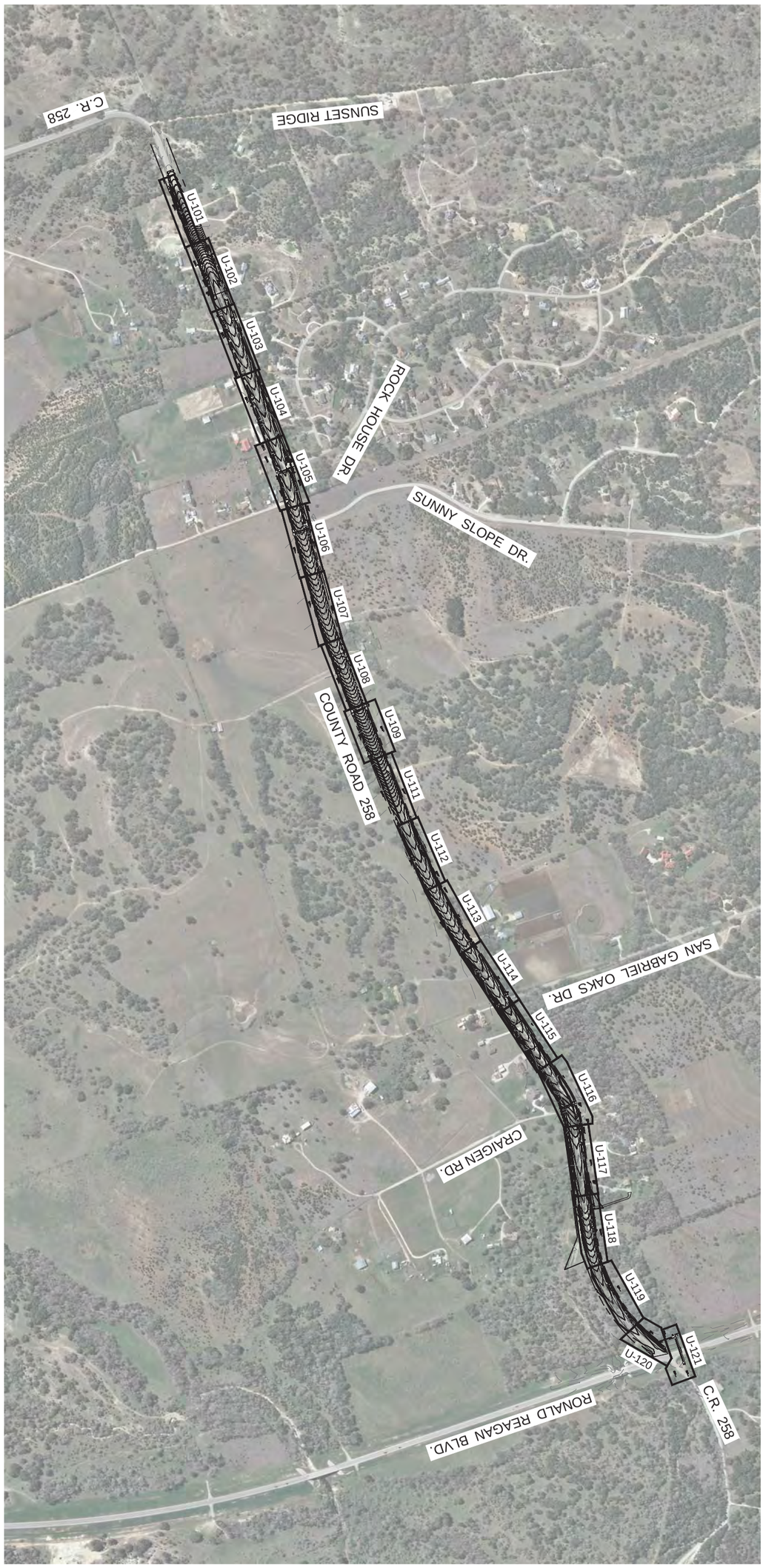
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-003
3 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-002-GNOT.dwg – Tab: GNOT-LGND – Plotted: 3/15/2016 7:50 PM By: KRISTEN VAN HOOSIER

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-100-KEYM.dwg – Tab: KEY-MAP – Plotted: 3/15/2016 7:51 PM By: KRISTEN VAN HOOSIER



0 300' 600'
SCALE 1" = 300'
N

03/15/2016
SHEET
U-100
4 of 28

JULIE D. HASTINGS
88199
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

PROJECT NO: 13-308801
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. MOODY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

WILLIAMSON COUNTY
1848

KEY MAP

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
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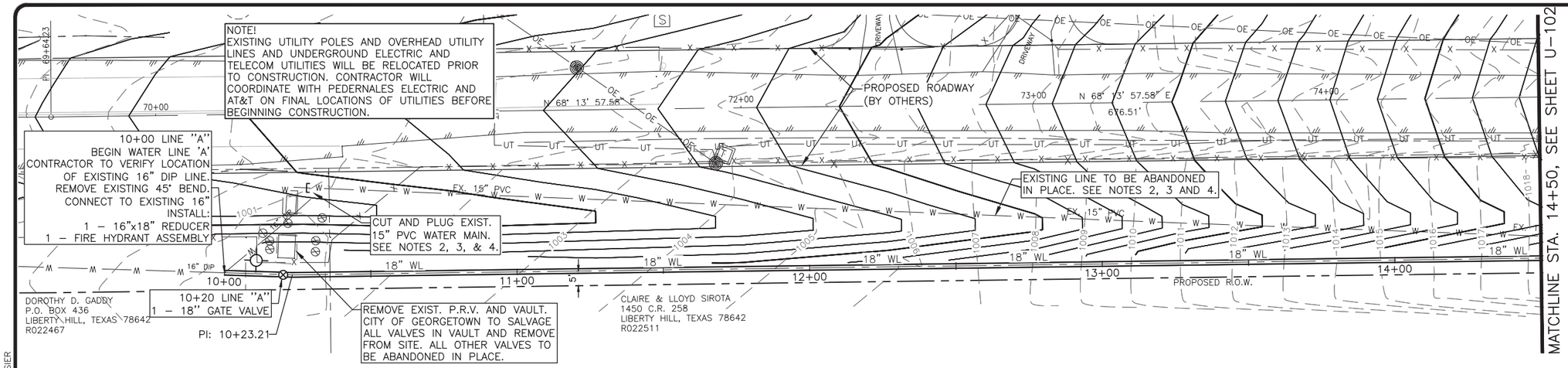

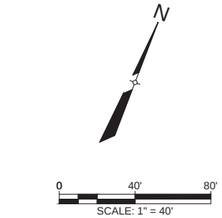

LEGEND

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- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
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- WW — WASTEWATER LINE
- SD — STORM DRAIN
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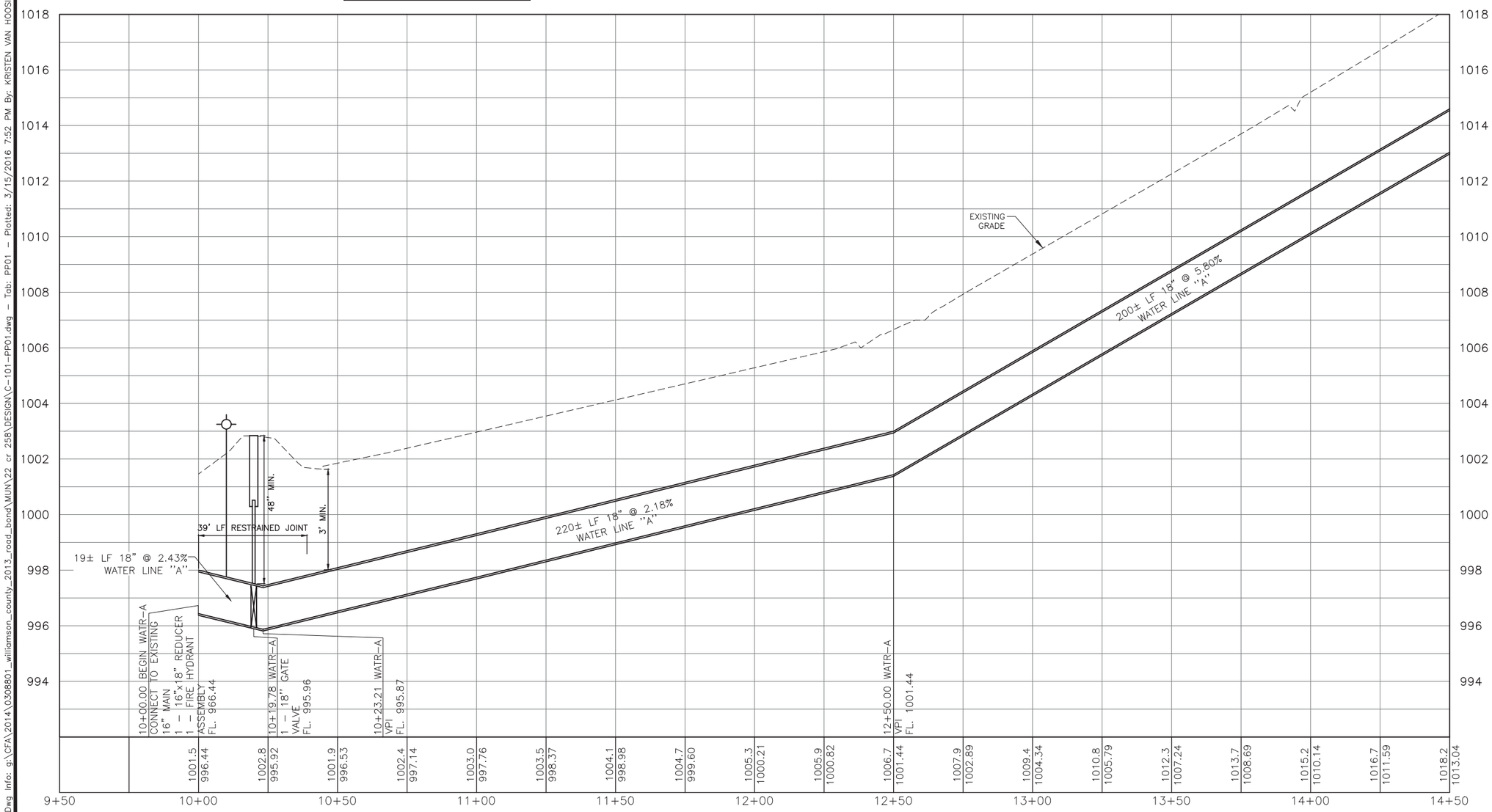

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

GENERAL NOTES:

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6. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 10+00 TO 14+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-101
5 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP01 – Plotted: 3/15/2016 7:52 PM By: KRISTEN VAN HOOSIER

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg - Tab: PP02 - Plotted: 3/15/2016 7:52 PM By: KRISTEN VAN HOOSIER

MATCHLINE STA. 14+50, SEE SHEET U-101

MATCHLINE STA. 19+50, SEE SHEET U-103

PROPOSED R.O.W.

NOTE!
EXISTING UTILITY POLES AND OVERHEAD UTILITY LINES AND UNDERGROUND ELECTRIC AND TELECOM UTILITIES WILL BE RELOCATED PRIOR TO CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH PEDERNALES ELECTRIC AND AT&T ON FINAL LOCATIONS OF UTILITIES BEFORE BEGINNING CONSTRUCTION.

PROPOSED AT&T AND P.E.C. UTILITY LOCATIONS (BY OTHERS)

REPAIR 9 SY ASPHALT PAVEMENT

REPAIR 6 SY GRAVEL DRIVEWAY

PROPOSED DRIVEWAY AND CULVERT (BY OTHERS)

PC STATION 76+76.47

PI STATION 77+01.78

PT STATION 77+62.82

REPAIR 5 SY GRAVEL DRIVEWAY

REPAIR 7 SY GRAVEL DRIVEWAY

REPAIR 10 SY ASPHALT PAVEMENT

PROPOSED ROADWAY (BY OTHERS)

N 69° 23' 54.39" E

EXISTING LINE TO BE ABANDONED IN PLACE. SEE NOTES 2, 3 AND 4.

PC STATION 16+38.21

PT STATION 17+18.68

EX. 15" PVC

18" WL

15+67 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #1
INSTALL 115 LF NEW 2" SDR-9 SERVICE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

CLAIRE & LLOYD SIROTA
1450 C.R. 258
LIBERTY HILL, TEXAS 78642
R022511

15+88 LINE "A"
INSTALL FIRE HYDRANT ASSEMBLY

15+98 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #2
INSTALL 8 LF NEW 2" SDR-9 SERVICE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

CHRISTIE CAROTHERS CHAPMAN
806 ROLLING HILLS ROAD
LIBERTY HILL, TEXAS 78642
R022471

17+63 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #3
INSTALL 8 LF NEW 2" SDR-9 SERVICE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

KARA MICHAL & ROBERT D BAXTER
1530 C.R. 258
LIBERTY HILL, TEXAS 78642
R022470

18+00 LINE "A"
INSTALL:
1 - 2" COMBINATION AIR RELEASE VALVE ASSEMBLY

18+42 LINE "A"
INSTALL DOUBLE SERVICE CONNECTION #4 & #5
INSTALL 118 LF NEW 2" SDR-9 SERVICE.
RELOCATE EXISTING METERS 4' OUTSIDE RIGHT OF WAY.

N

0 40' 80'
SCALE: 1" = 40'

LEGEND

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- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
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- O — O — CHAINLINK FENCE
- ROCK FENCE
- X — X — WIRE FENCE
- // — // — WOOD FENCE
- ESC — ESC — EROSION AND SEDIMENTATION CONTROL DEVICES

AREA OF POSSIBLE CONFLICT WITH EXISTING WATER LINE. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF EXISTING LINE AND PROTECT AND KEEP IT IN SERVICE UNTIL NEW LINE HAS BEEN BROUGHT INTO SERVICE.

EXISTING 15" WATER LINE

EXISTING DRIVEWAY

PROPOSED GRADE

EXISTING GRADE

3' MIN.

50± LF 18" @ 5.80% WATER LINE "A"

200± LF 18" @ 3.58% WATER LINE "A"

100± LF 18" @ 0.88% WATER LINE "A"

150± LF 18" @ -1.16% WATER LINE "A"

XX± LF 18" @ T. WATER LINE "A"

	15+00.00 WATR-A VPI FL. 1015.94	15+67.00 WATR-A 2" PVC SINGLE SERVICE CONNECTION #1	15+88.00 WATR-A INSTALL FIRE HYDRANT ASSEMBLY	15+98.00 WATR-A 2" PVC SINGLE SERVICE CONNECTION #2	17+00.00 WATR-A VPI FL. 1023.60	17+62.00 WATR-A 2" PVC SINGLE SERVICE CONNECTION #3	18+00.00 WATR-A VPI 1 - 2" COMBINATION AIR RELEASE VALVE FL. 1024.48	18+42.00 WATR-A 2" PVC DOUBLE SERVICE CONNECTION #4 & #5
EXISTING GRADE	1018.2	1025.9	1027.4	1028.2	1029.0	1029.2	1029.5	1029.3	1029.0	1029.1	1029.1	1029.0	1028.9	1028.7
FLOW LINE OF PIPE	1013.04	1018.81	1019.77	1020.73	1023.60	1023.82	1024.04	1024.48	1024.19	1023.90	1023.61	1023.32	1023.03	1022.74

14+50	15+00	15+50	16+00	16+50	17+00	17+50	18+00	18+50	19+00	19+50
1281.7 / 1258.79										

PROFILE SCALE
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1"=4' VERT.

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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9789 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 14+50 TO 19+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

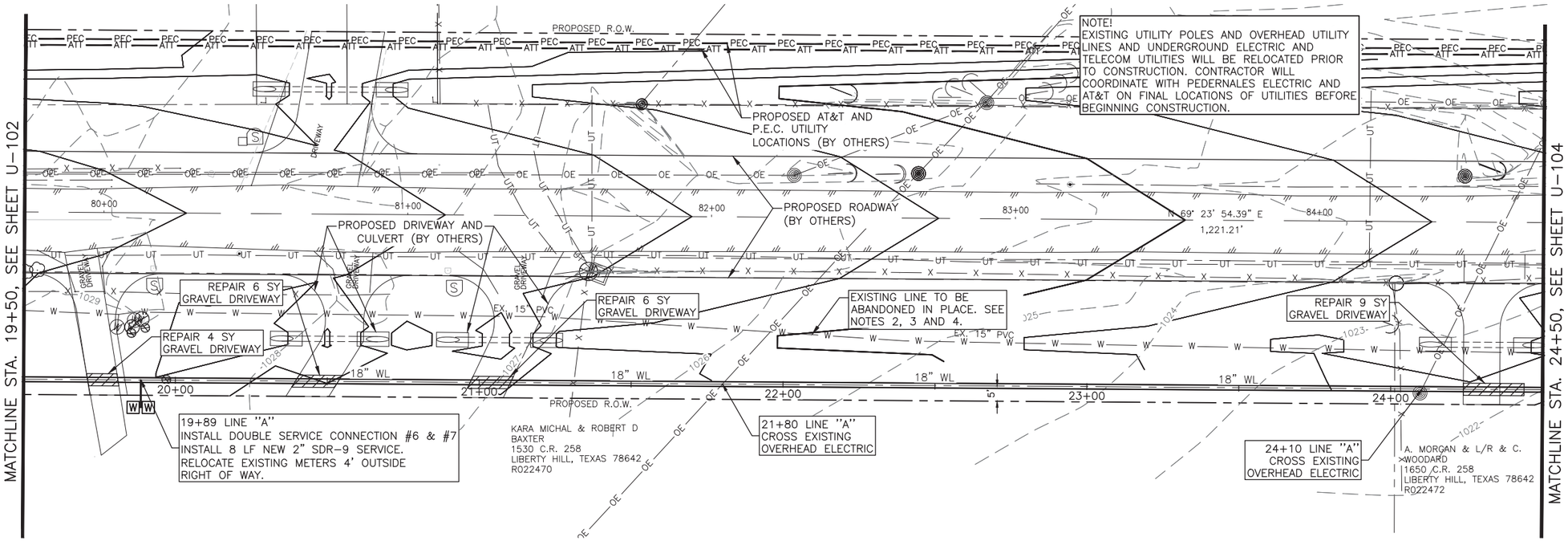
WILLIAMSON COUNTY 1848

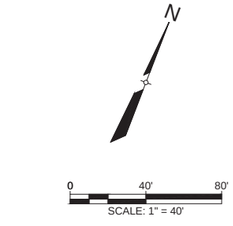
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-102
6 of 28





LEGEND

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- EDGE OF PAVEMENT
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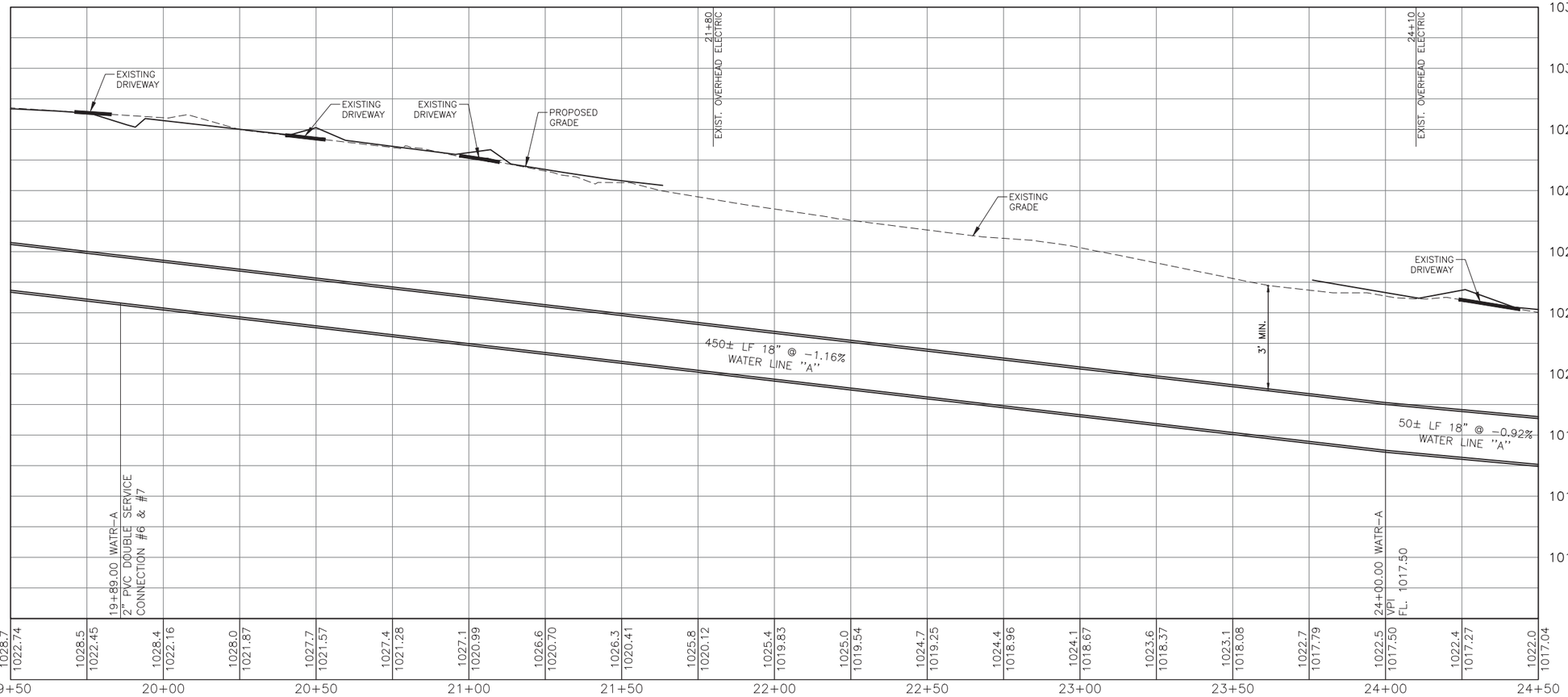

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WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

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CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

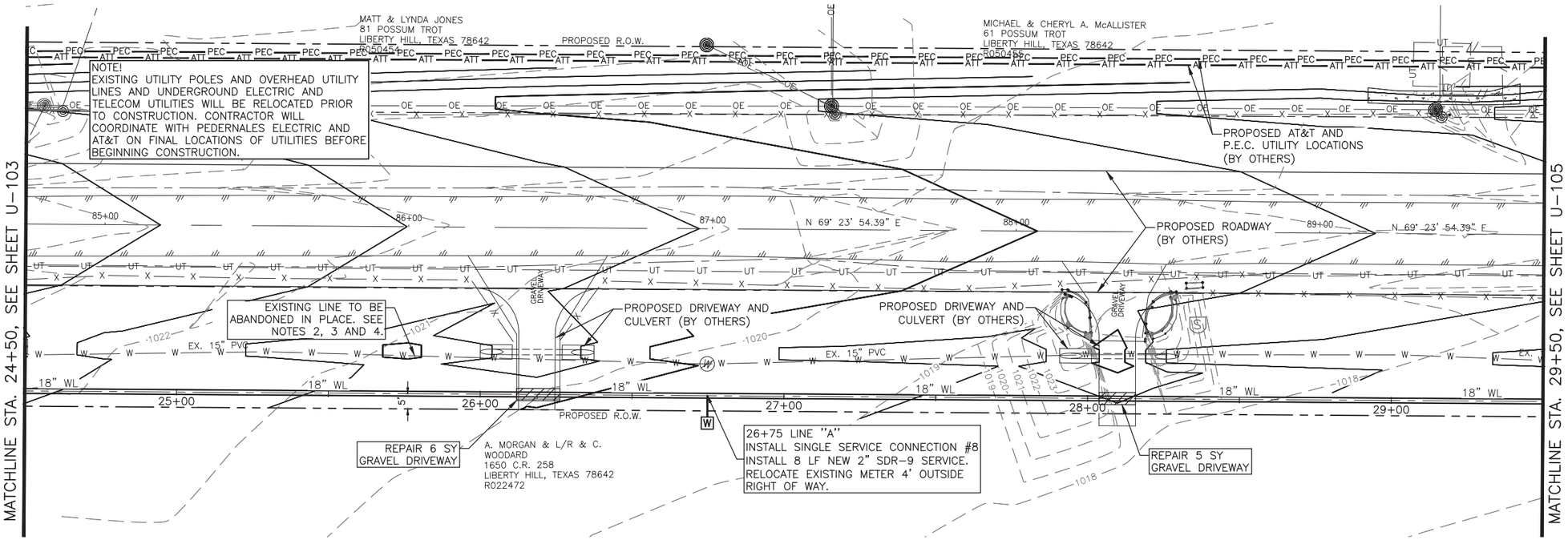
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED PROFESSIONAL ENGINEER

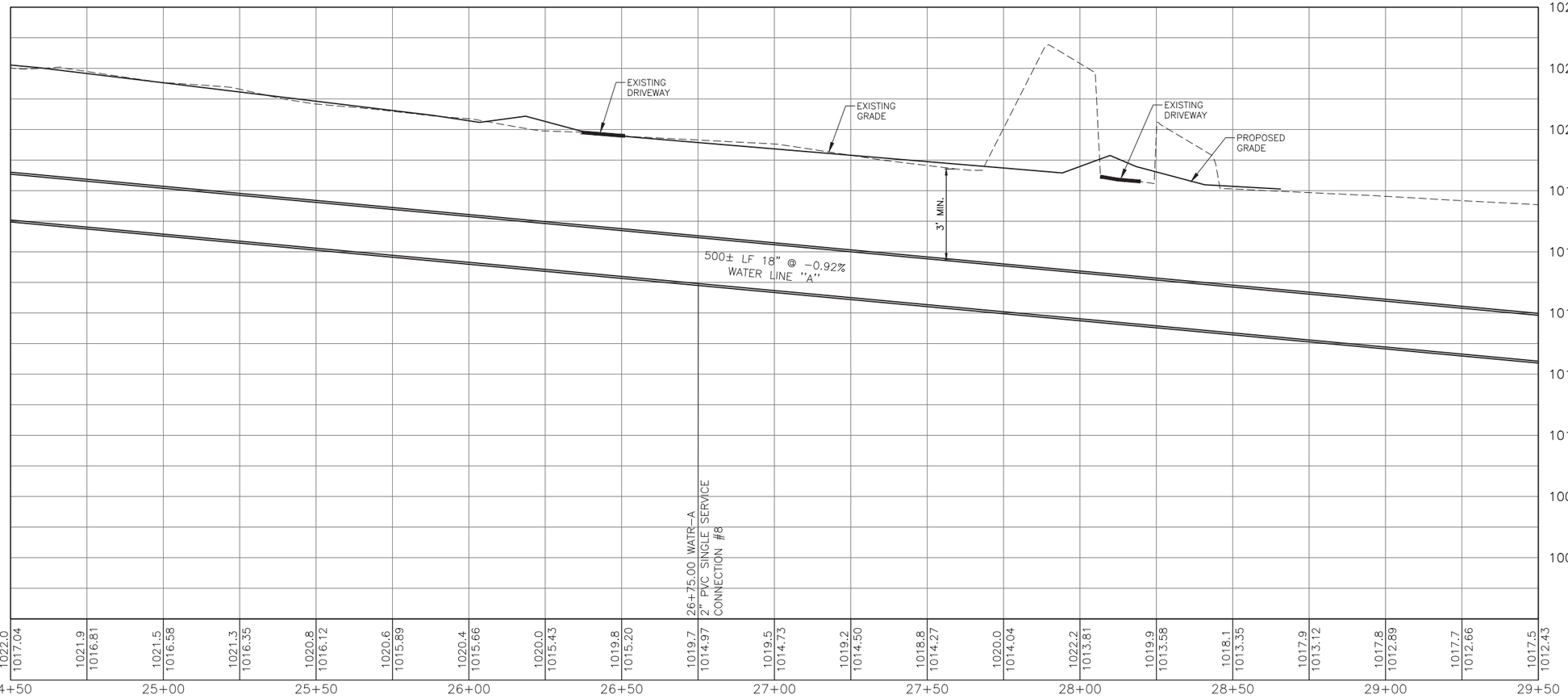
03/15/2016

SHEET
U-103
7 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg - Tab: PP03 - Plotted: 3/15/2016 7:53 PM By: KRISTEN VAN HOOSIER

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg - Tab: PP04 - Plotted: 3/15/2016 7:53 PM By: KRISTEN VAN HOOSIER





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6. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 24+50 TO 29+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-104
8 of 28

NOTE!
EXISTING UTILITY POLES AND OVERHEAD UTILITY LINES AND UNDERGROUND ELECTRIC AND TELECOM UTILITIES WILL BE RELOCATED PRIOR TO CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH PEDERNALES ELECTRIC AND AT&T ON FINAL LOCATIONS OF UTILITIES BEFORE BEGINNING CONSTRUCTION.

MATCHLINE STA. 29+50, SEE SHEET U-104

MATCHLINE STA. 34+50, SEE SHEET U-106

JENNINGS B. DOTY
11 POSSUM TROT
LIBERTY HILL, TEXAS 78642
R050456

DAVID & GLENDA LAWSON
10 ROCK HOUSE DRIVE
LIBERTY HILL, TEXAS 78642
R050519

A. MORGAN & L/R & C. WOODARD
1650 C.R. 258
LIBERTY HILL, TEXAS 78642
R022472

POUYAN & PEYMAN BERENJI
3603 MORMON MILL ROAD
MARBLE FALLS, TEXAS 78654
R0080331

DAVID D. & TERRY L. SIMS
1710 C.R. 258
LIBERTY HILL, TEXAS 78642
R080332

PROPOSED R.O.W.

MAX. TOP OF CASING = 1012.95

MAX. TOP OF CASING = 1012.75

CONNECT TO EXISTING 15" PVC LINE
INSTALL:
1 – 15"X15" TEE
1 – 16"x15" REDUCER

PROPOSED AT&T AND P.E.C. UTILITY LOCATIONS (BY OTHERS)

EX. 15" PVC

EX. 16" PVC

ROCK HOUSE DR.

REPAIR 20 SY ASPHALT PAVEMENT

PI STATION 91+62.55

120.87 LF 16" PVC WL RESTRAINED JOINT

PROPOSED ROADWAY (BY OTHERS)

EXISTING LINE TO BE ABANDONED IN PLACE. SEE NOTES 2, 3 AND 4.

PROPOSED DRIVEWAY AND CULVERT (BY OTHERS)

GRAVEL DRIVEWAY

PC: 29+60.14

PT: 33+12.06

31+80 LINE "A"
INSTALL DOUBLE SERVICE CONNECTION #9 & #10
INSTALL 45 LF NEW 2" SDR-9 SERVICE. RELOCATE EXISTING METERS 4' OUTSIDE RIGHT OF WAY.

33+87 LINE "A"
CROSS EXISTING OVERHEAD ELECTRIC

PROPOSED DRIVEWAY AND CULVERT (BY OTHERS)

PRIVATE GRAVEL ROAD

REPAIR 5 SY GRAVEL DRIVEWAY

31+00 LINE "A"
INSTALL FIRE HYDRANT ASSEMBLY

REPAIR 8 SY GRAVEL DRIVEWAY

31+88.36
INSTALL:
1 – 18"x16" TEE
2 – 18" GATE VALVES
1 – 16" GATE VALVE
121 LF 16" PVC WATER LINE WITH 100 LF 30" STEEL CASING

32+17 LINE "A"
INSTALL DOUBLE SERVICE CONNECTION #11 & #12
INSTALL 8 LF NEW 2" SDR-9 SERVICE. RELOCATE EXISTING METERS 4' OUTSIDE RIGHT OF WAY.

33+89 LINE "A"
CONTRACTOR TO VERIFY LOCATION AND SIZE OF EXISTING WATER LINE AND RECONNECT TO NEW MAIN AT R.O.W.

REPAIR 8 SY GRAVEL DRIVEWAY

34+16 LINE "A"
CROSS EXISTING OVERHEAD ELECTRIC

18" WL

90+00 · 30+00 · 31+00 · 32+00 · 33+00 · 34+00

N 74° 20' 17.86" E

0 40' 80'
SCALE: 1" = 40'

LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — ATT — PROPOSED AT&T
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- WW — WW — WASTEWATER LINE
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- TEL — TEL — U.G. TELECOM
- FO — FO — FIBER OPTIC
- OE — OE — OVERHEAD ELECTRIC
- E — E — U.G. ELECTRIC
- O — O — CHAINLINK FENCE
- ROCK FENCE
- X — X — WIRE FENCE
- // — // — WOOD FENCE
- ESC — ESC — EROSION AND SEDIMENTATION CONTROL DEVICES

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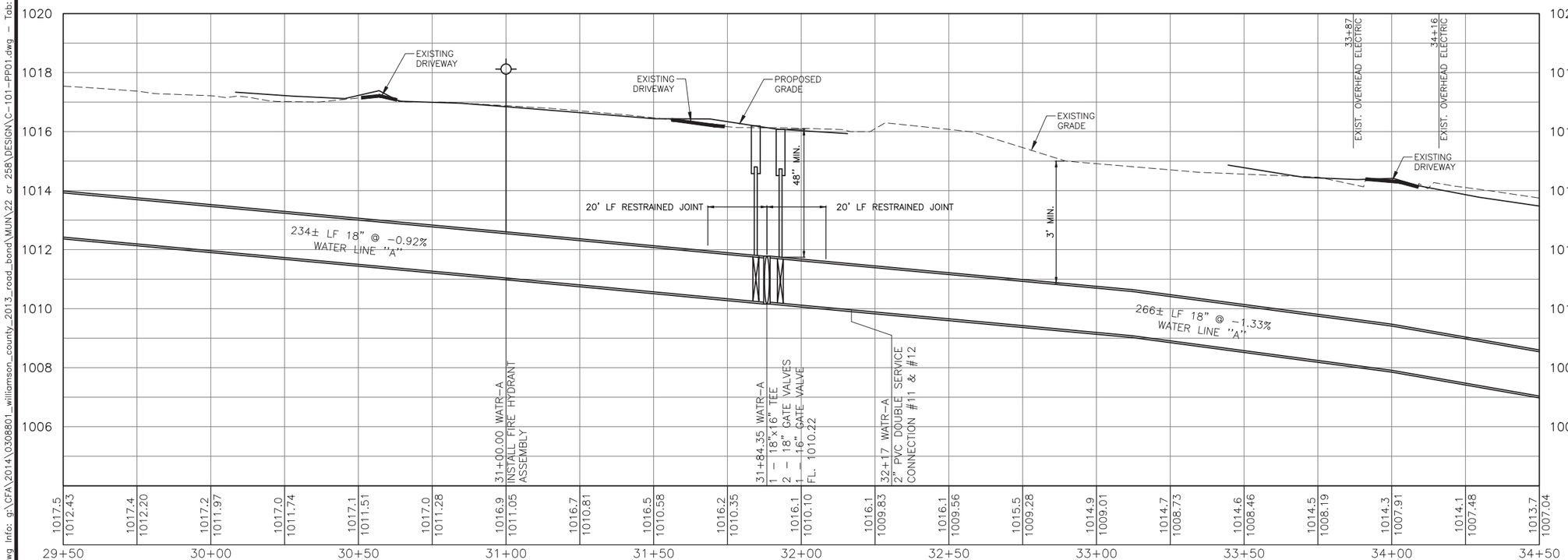

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

PLAN AND PROFILE
STA. 29+50 TO 34+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUTTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9788 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: T. McCOY
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-105
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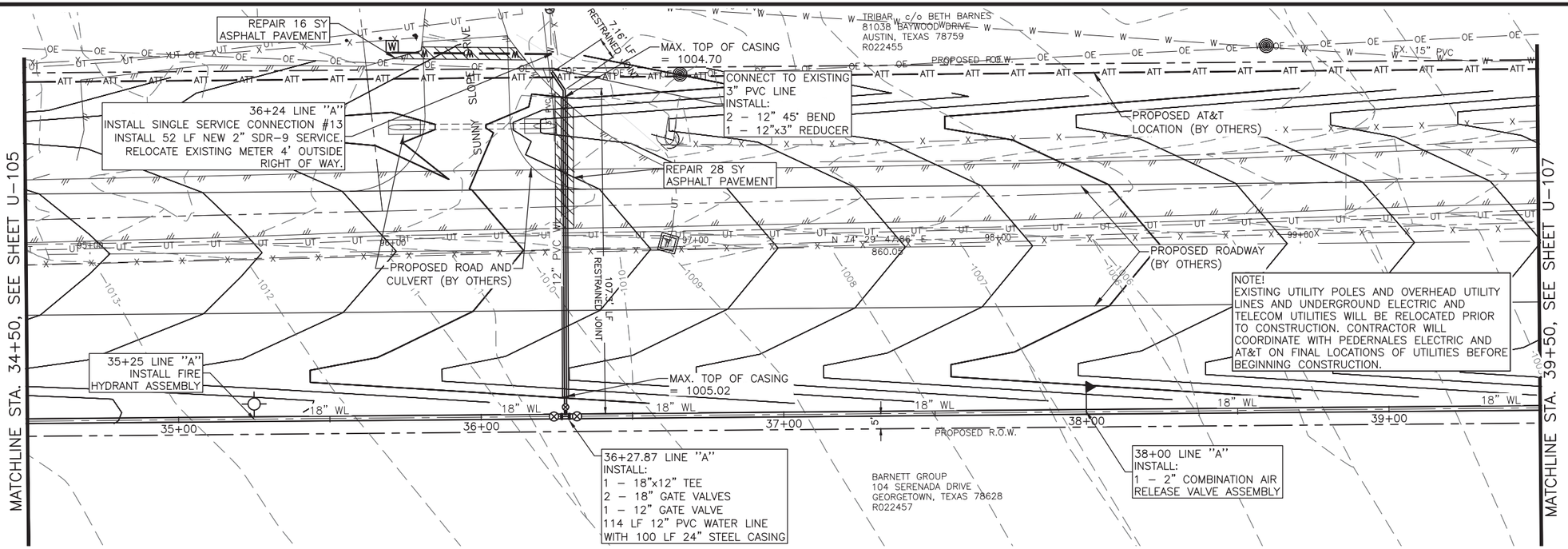
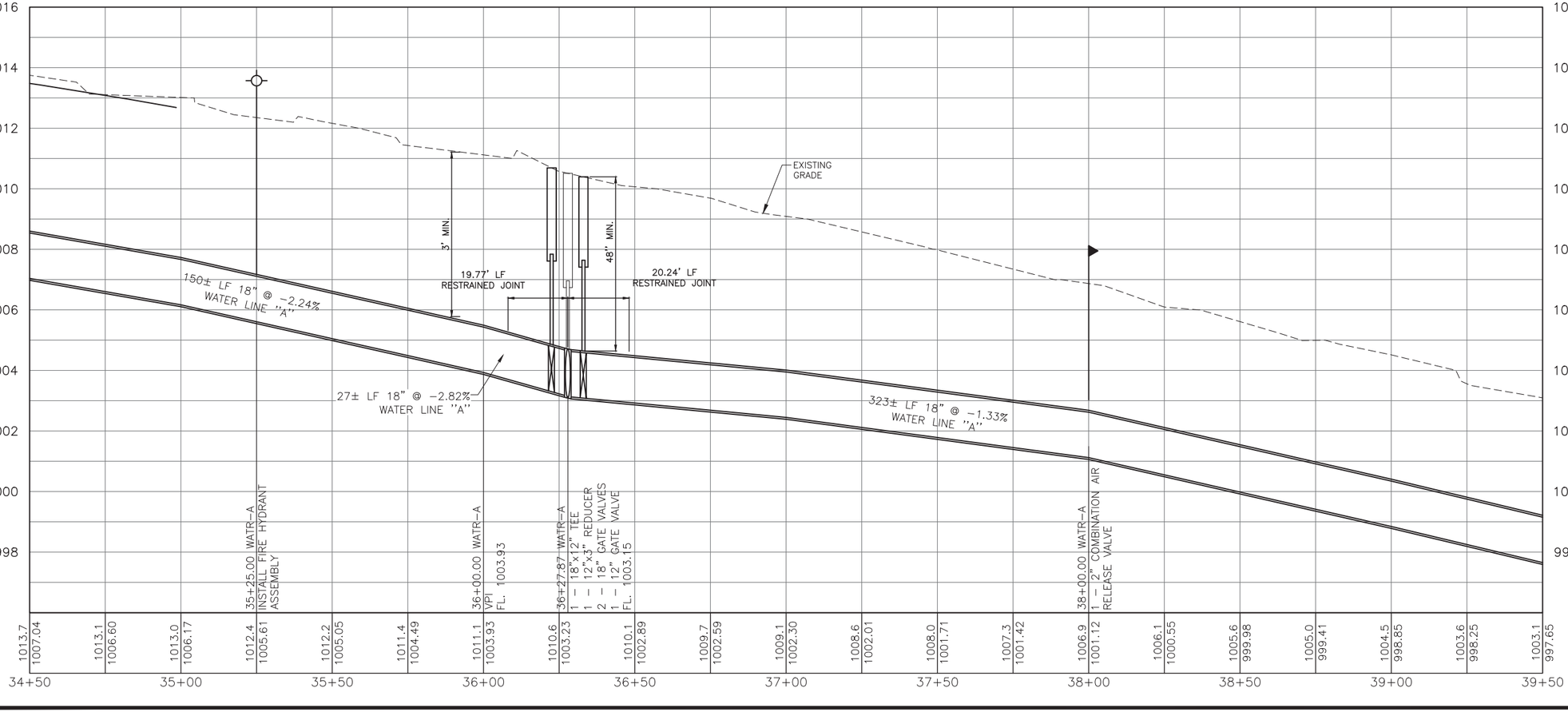
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP05 – Plotted: 3/15/2016 7:53 PM By: KRISTEN VAN HOOSIER





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1"=4' VERT.

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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 34+50 TO 39+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

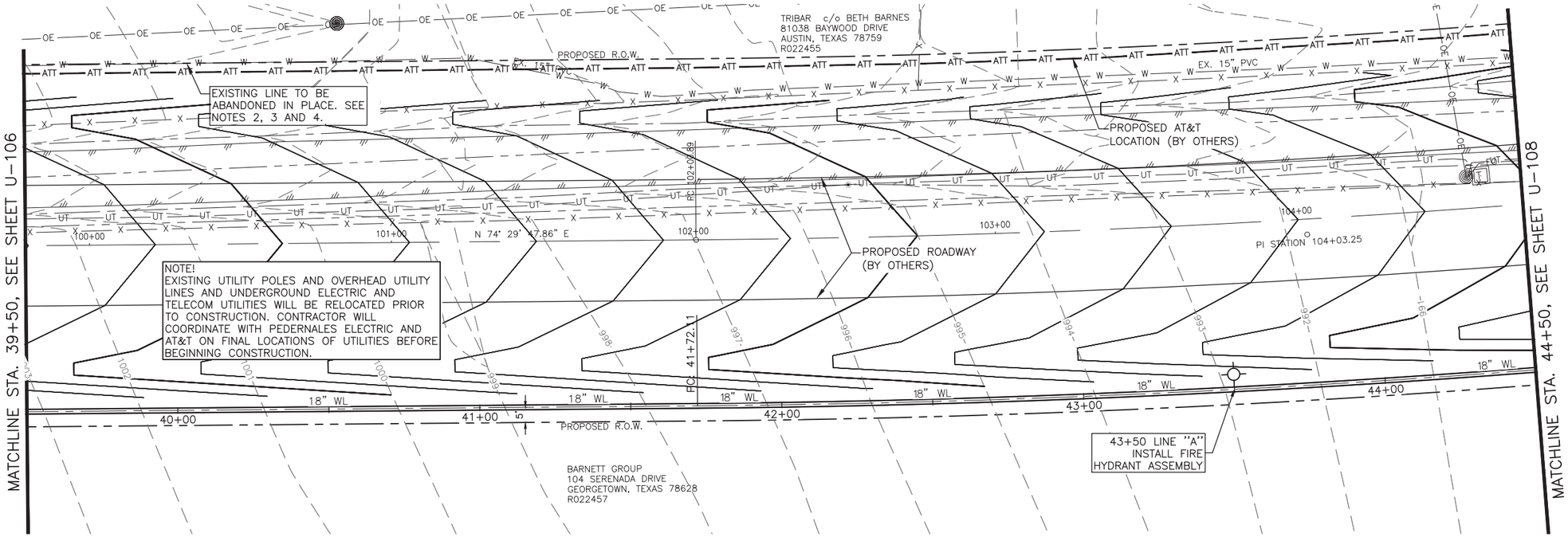
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

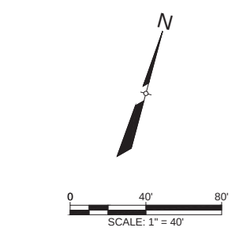
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-106
10 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP06 – Plotted: 3/15/2016 7:53 PM By: KRISTEN VAN HOOSIER





LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — PROPOSED AT&T
- W — WATER LINE
- WW — WASTEWATER LINE
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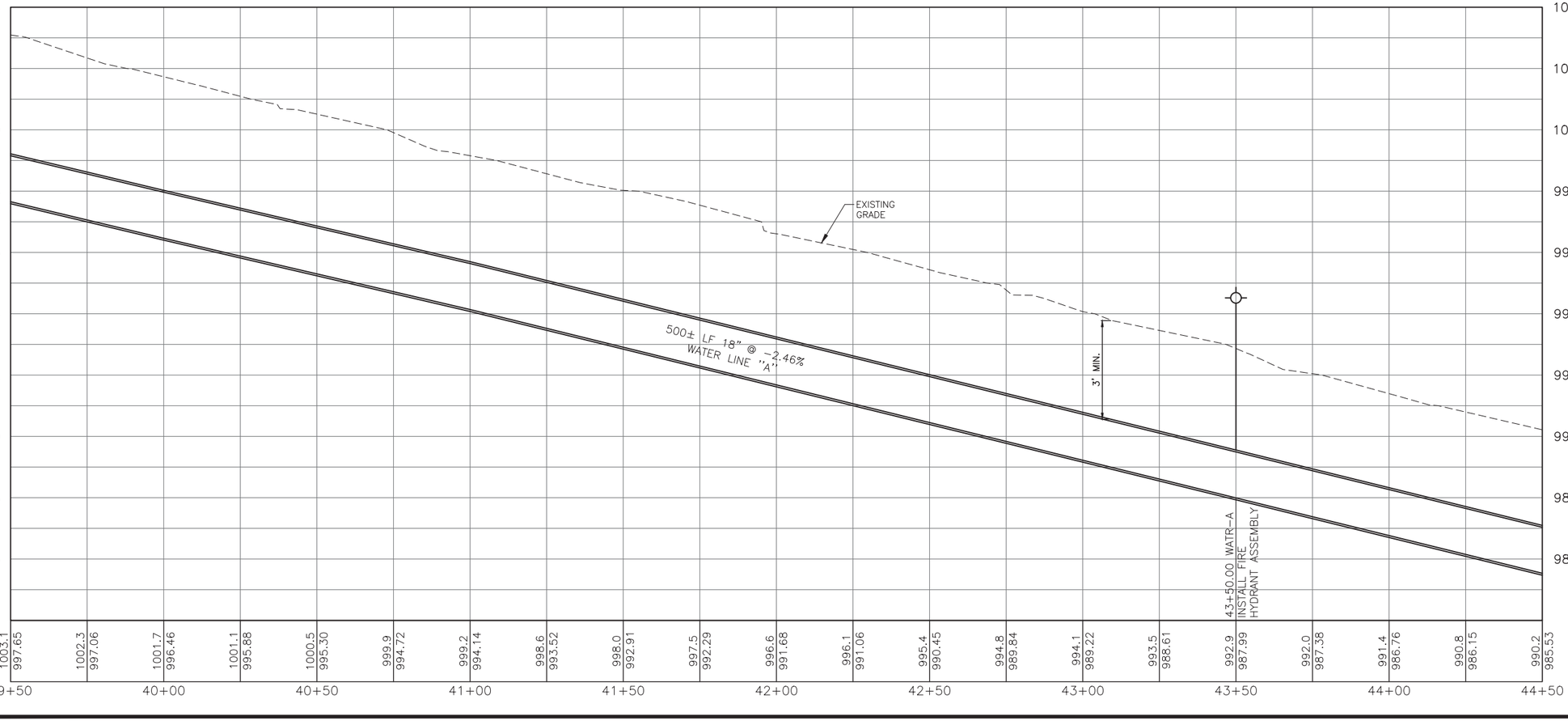

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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 39+50 TO 44+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

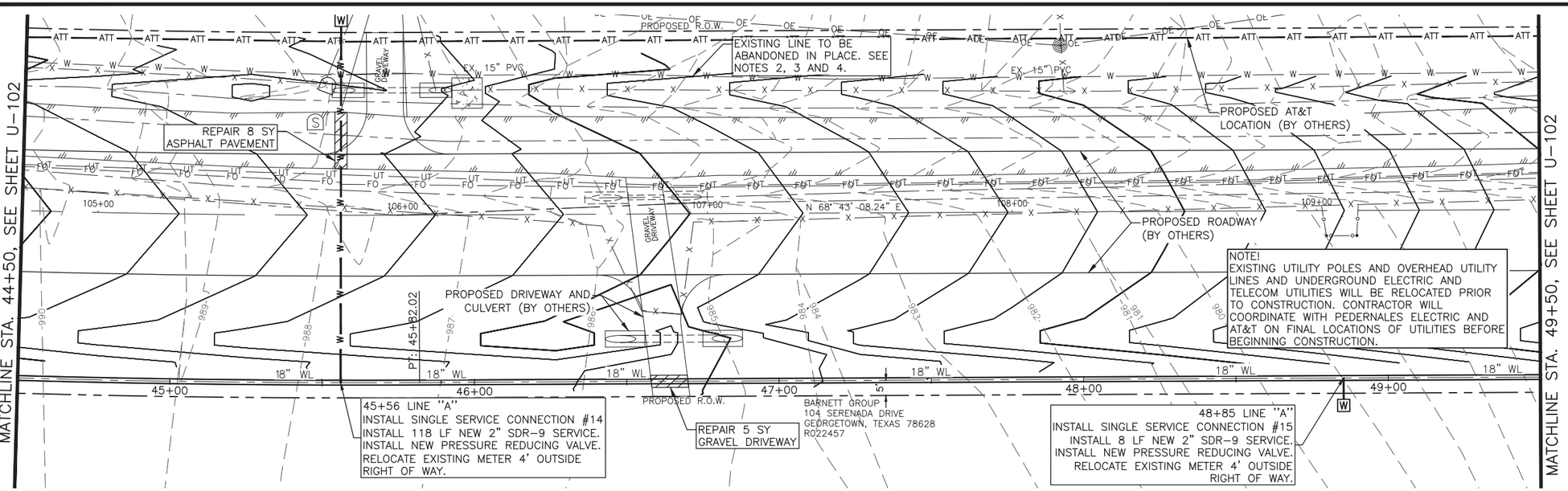
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

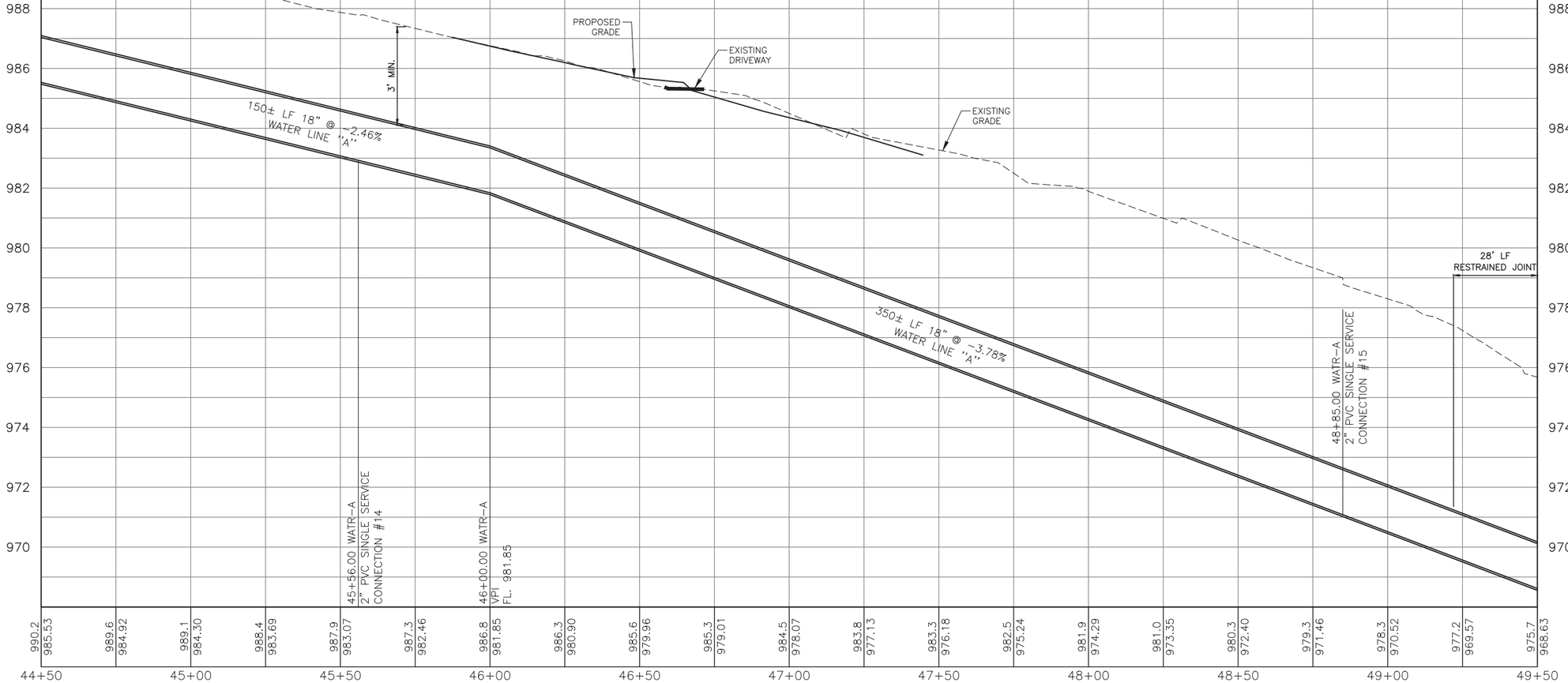
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-107
11 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg - Tab: PP07 - Plotted: 3/15/2016 7:54 PM By: KRISTEN VAN HOOSIER





PROFILE SCALE
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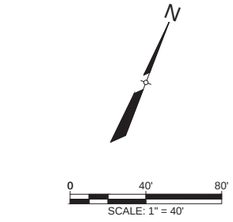
1"=4' VERT.



LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — ATT — PROPOSED AT&T
- W — W — WATER LINE
- WW — WW — WASTEWATER LINE
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512.834.9789 | FAX 512.834.9953
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PLAN AND PROFILE
STA. 44+50 TO 49+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

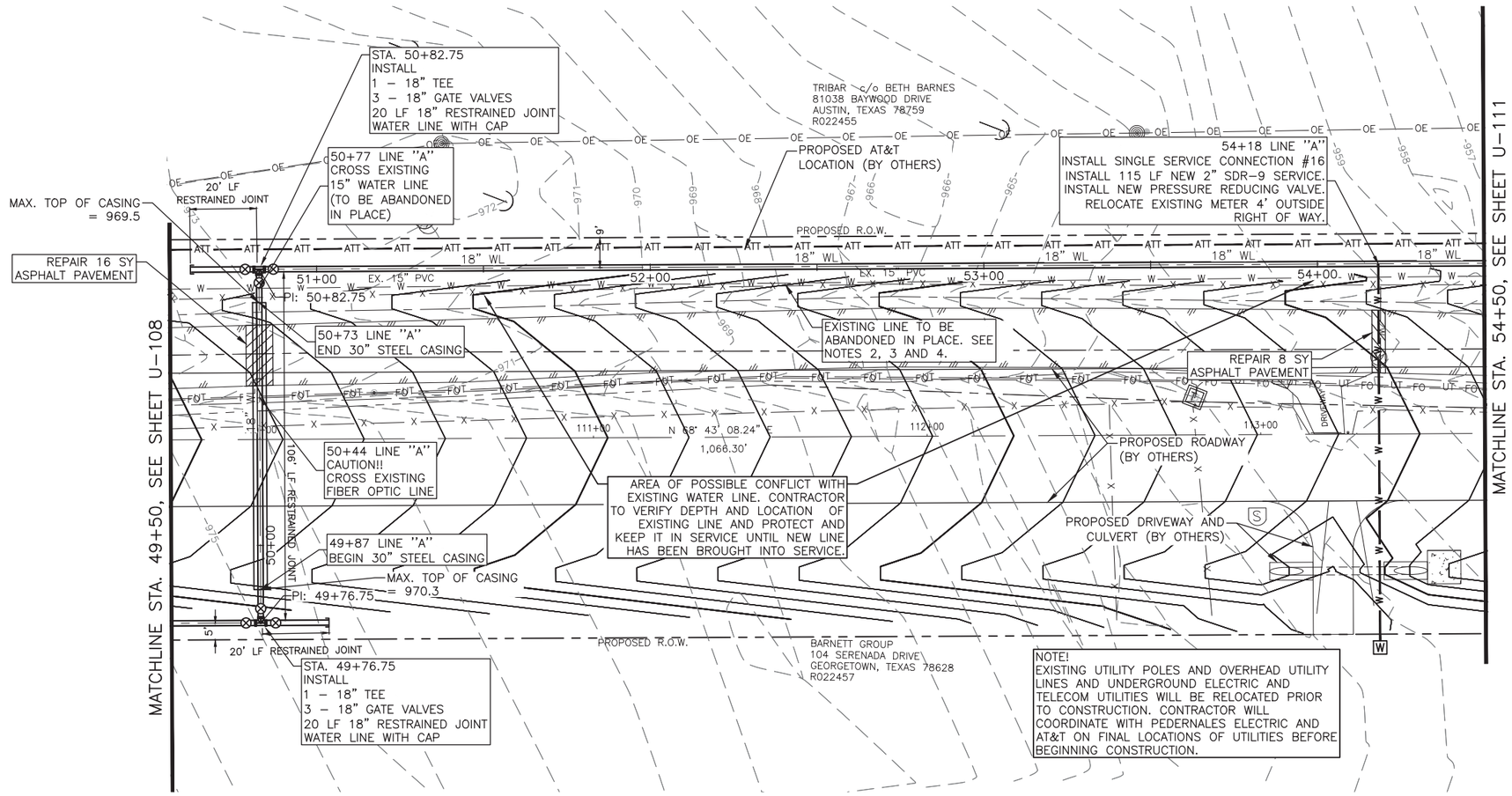
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

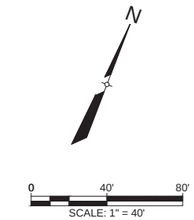
03/15/2016

SHEET
U-108
12 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg — Tab: PP08 — Plotted: 3/15/2016 7:54 PM By: KRISTEN VAN HOOSIER



FOR PROFILE, SEE SHEET U–110



LEGEND

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- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- PROPOSED AT&T
- WATER LINE
- WASTEWATER LINE
- STORM DRAIN
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PLAN STA. 49+50 TO 54+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
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CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
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LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-109
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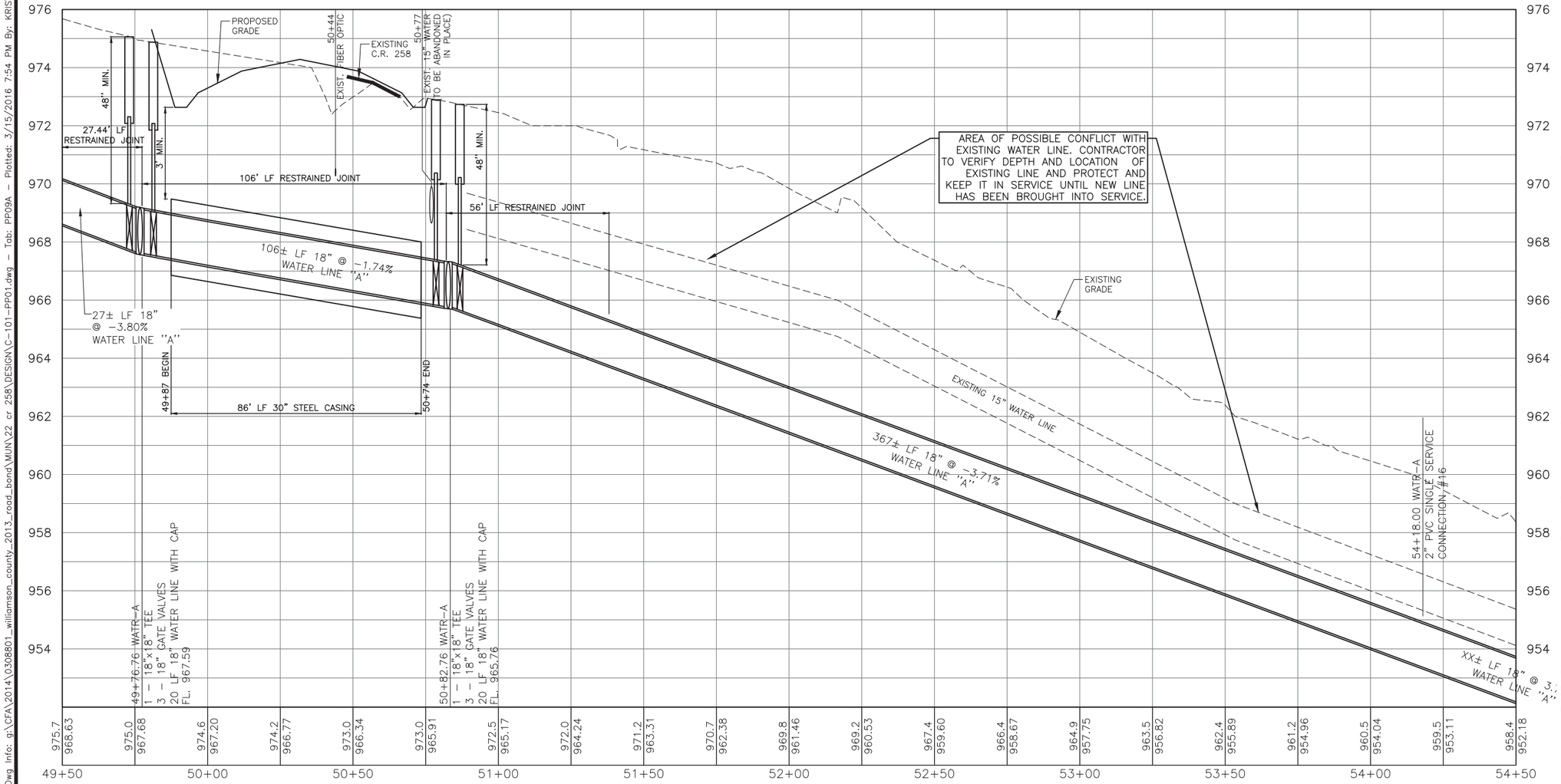
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP09 – Plotted: 3/15/2016 7:54 PM By: KRISTEN VAN HOOSIER

FOR PLAN, SEE SHEET U–109



PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

0 40' 80'
SCALE: 1" = 40'

LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — PROPOSED AT&T
- W — WATER LINE
- WW — WASTEWATER LINE
- SD — STORM DRAIN
- G — EXIST. GAS LINE
- TEL — U.G. TELECOM
- FO — FIBER OPTIC
- OE — OVERHEAD ELECTRIC
- E — U.G. ELECTRIC
- O — CHAINLINK FENCE
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- // — WOOD FENCE
- ESC — EROSION AND SEDIMENTATION CONTROL DEVICES

GENERAL NOTES:

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6. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PROFILE STA. 49+50 TO 54+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
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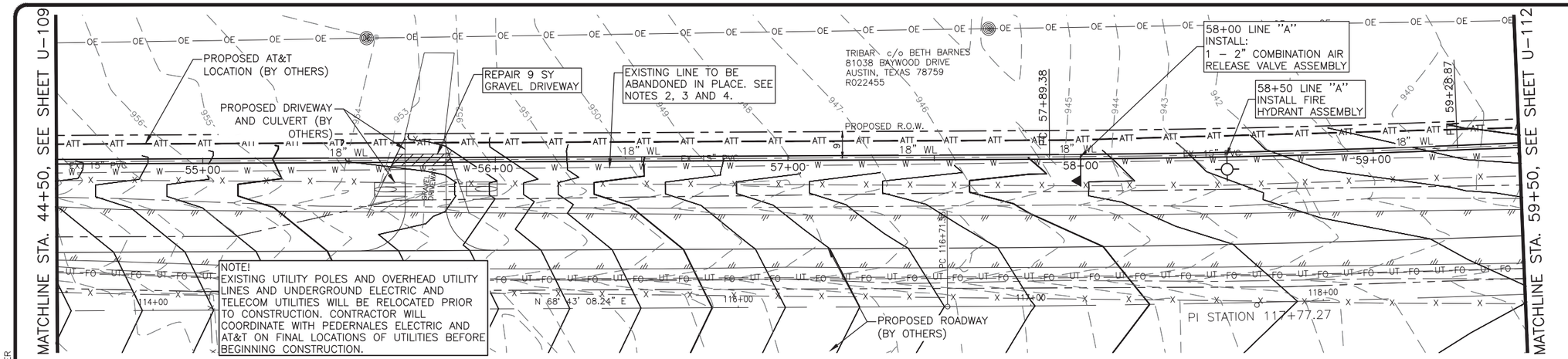
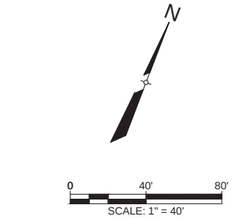
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP09A – Plotted: 3/15/2016 7:54 PM By: KRISTEN VAN HOOSIER





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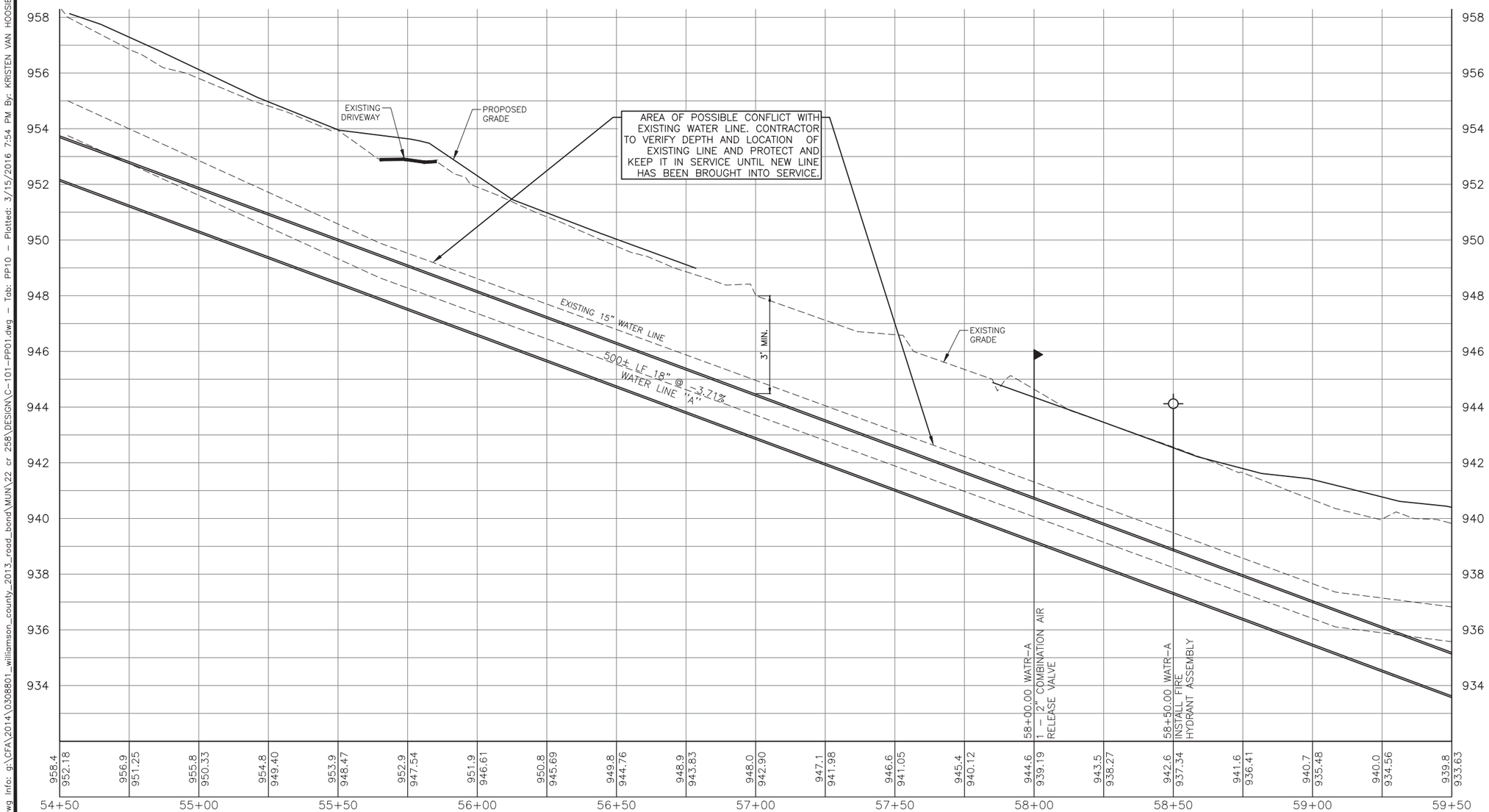

	54+50	55+00	55+50	56+00	56+50	57+00	57+50	58+00	58+50	59+00	59+50
EXISTING GRADE	958.4	956.9	955.8	954.8	953.9	952.9	951.9	950.8	949.8	948.9	948.0	947.1	946.6	945.4	944.6	943.5	942.6	941.6	940.7	940.0	939.8
FLOW LINE OF PIPE	952.18	951.25	950.33	949.40	948.47	947.54	946.61	945.69	944.76	943.83	942.90	941.98	941.05	940.12	939.19	938.27	937.34	936.41	935.48	934.56	933.63

GENERAL NOTES:

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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 54+50 TO 59+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

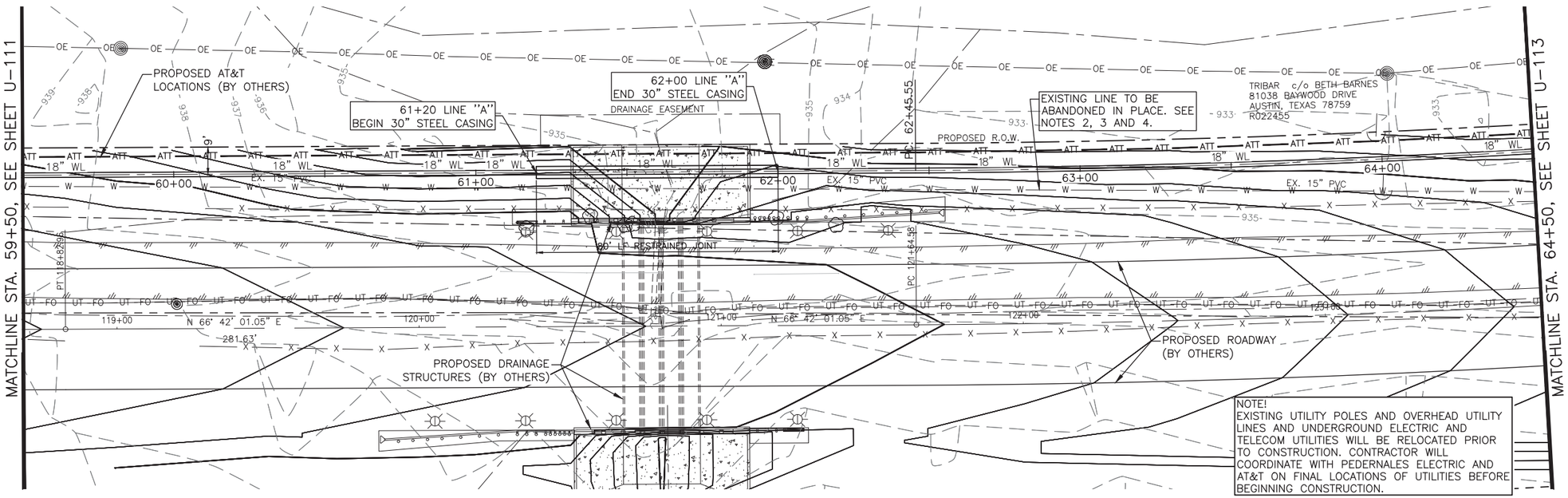
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

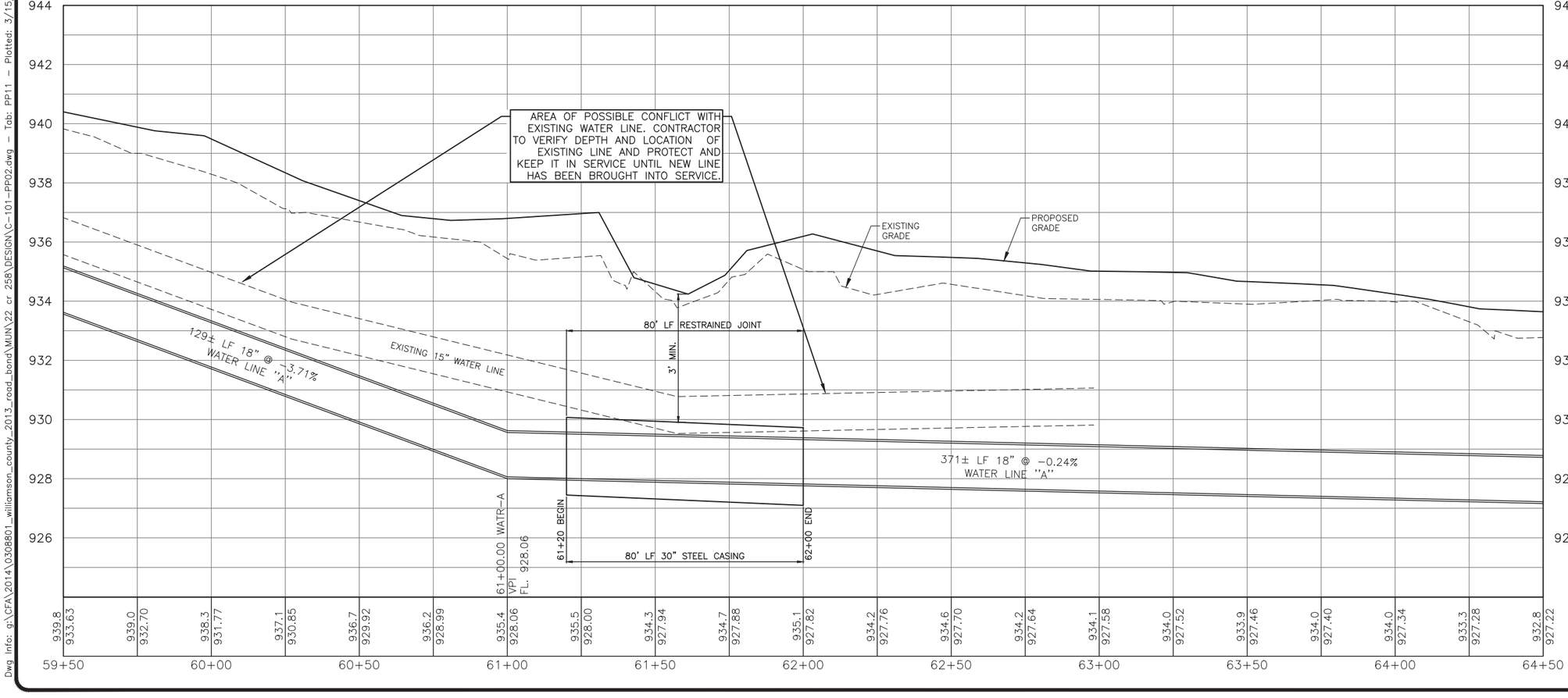
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

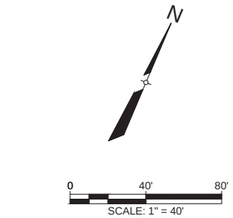
03/15/2016

SHEET
U-111
15 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP01.dwg – Tab: PP10 – Plotted: 3/15/2016 7:54 PM By: KRISTEN VAN HOOSIER







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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

PLAN AND PROFILE WATER LINE IMPROVEMENTS STA. 59+50 TO 64+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-03
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-112
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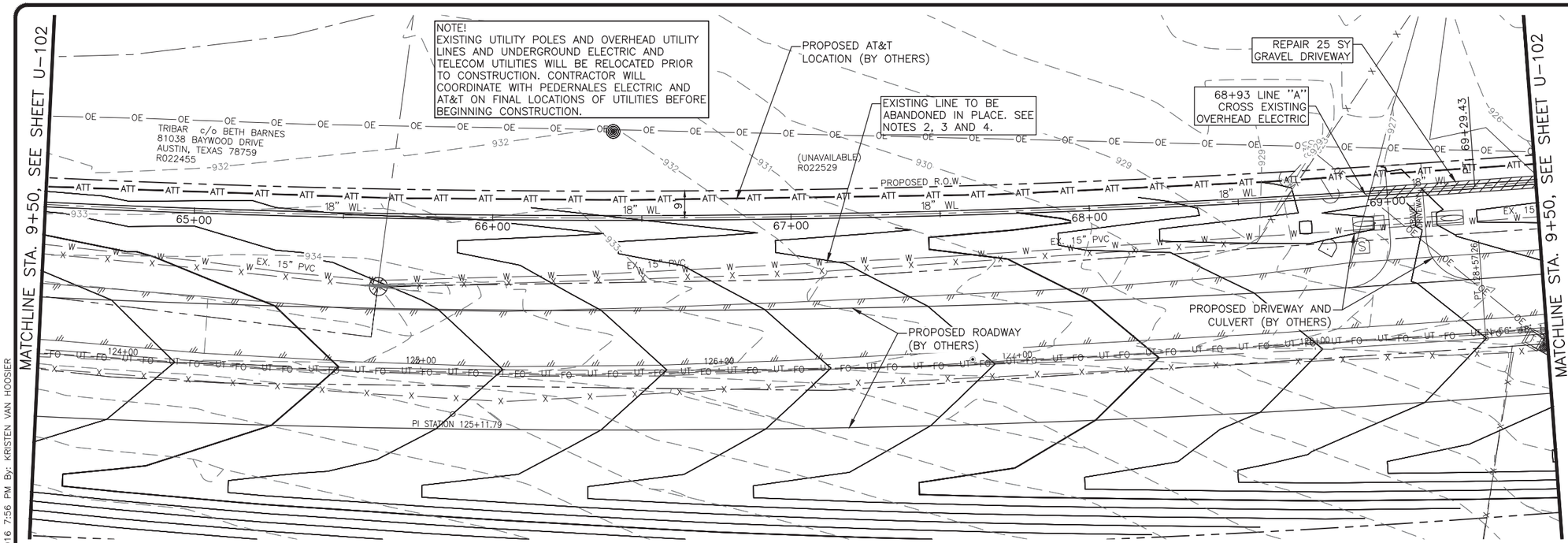
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg - Tab: PP11 - Plotted: 3/15/2016 7:56 PM By: KRISTEN VAN HOOSIER



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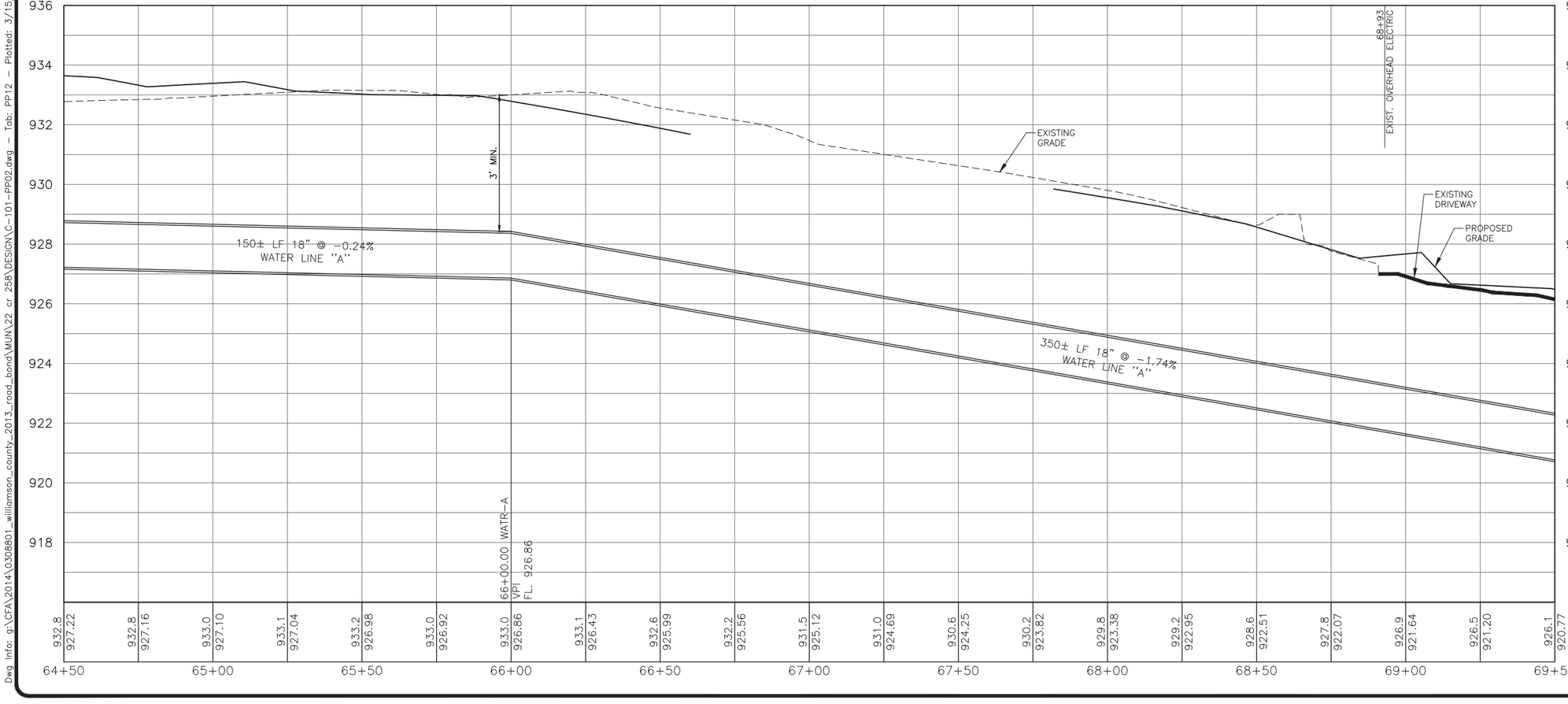

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 64+50 TO 69+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-113
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Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg - Tab: PP12 - Plotted: 3/15/2016 7:56 PM By: KRISTEN VAN HOOSIER

MATCHLINE STA. 69+50, SEE SHEET U-113

MATCHLINE STA. 74+50, SEE SHEET U-115

EXISTING LINE TO BE ABANDONED IN PLACE. SEE NOTES 2, 3 AND 4.

70+43 LINE "A" CROSS EXISTING OVERHEAD ELECTRIC

71+99 LINE "A" INSTALL SINGLE SERVICE CONNECTION #17 INSTALL 115 LF NEW 2" SDR-9 SERVICE. INSTALL NEW PRESSURE REDUCING VALVE. RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

PROPOSED AT&T LOCATION (BY OTHERS)

(UNAVAILABLE) R022529

73+50 LINE "A" INSTALL FIRE HYDRANT ASSEMBLY

73+73.77 LINE "A" CONNECT TO EXSITING 3" WATER MAIN INSTALL: 1 – 18"x8" TEE 2 – 18" GATE VALVES 1 – 8" GATE VALVE 1 – 8" 11.25° BEND 1 – 8"x3" REDUCER

10.82° RESTRAINED JOINT

REPAIR 16 SY ASPHALT PAVEMENT

GABRIEL DRIVE

SAN OAKS

75' LF RESTRAINED JOINT

75' LF RESTRAINED JOINT

REPAIR 8 SY ASPHALT PAVEMENT

73+81 LINE "A" BEGIN 30" STEEL CASING

74+29 LINE "A" END 30" STEEL CASING

PROPOSED ROADWAY (BY OTHERS)

PROPOSED DRIVEWAY AND CULVERT (BY OTHERS)

PROPOSED DRIVEWAY AND CULVERT (BY OTHERS)

NOTE!
EXISTING UTILITY POLES AND OVERHEAD UTILITY LINES AND UNDERGROUND ELECTRIC AND TELECOM UTILITIES WILL BE RELOCATED PRIOR TO CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH PEDERNALES ELECTRIC AND AT&T ON FINAL LOCATIONS OF UTILITIES BEFORE BEGINNING CONSTRUCTION.

PROPOSED R.O.W.

PROPOSED R.O.W.

N 56° 48' 11.13" E

0 40' 80'
SCALE: 1" = 40'

LEGEND

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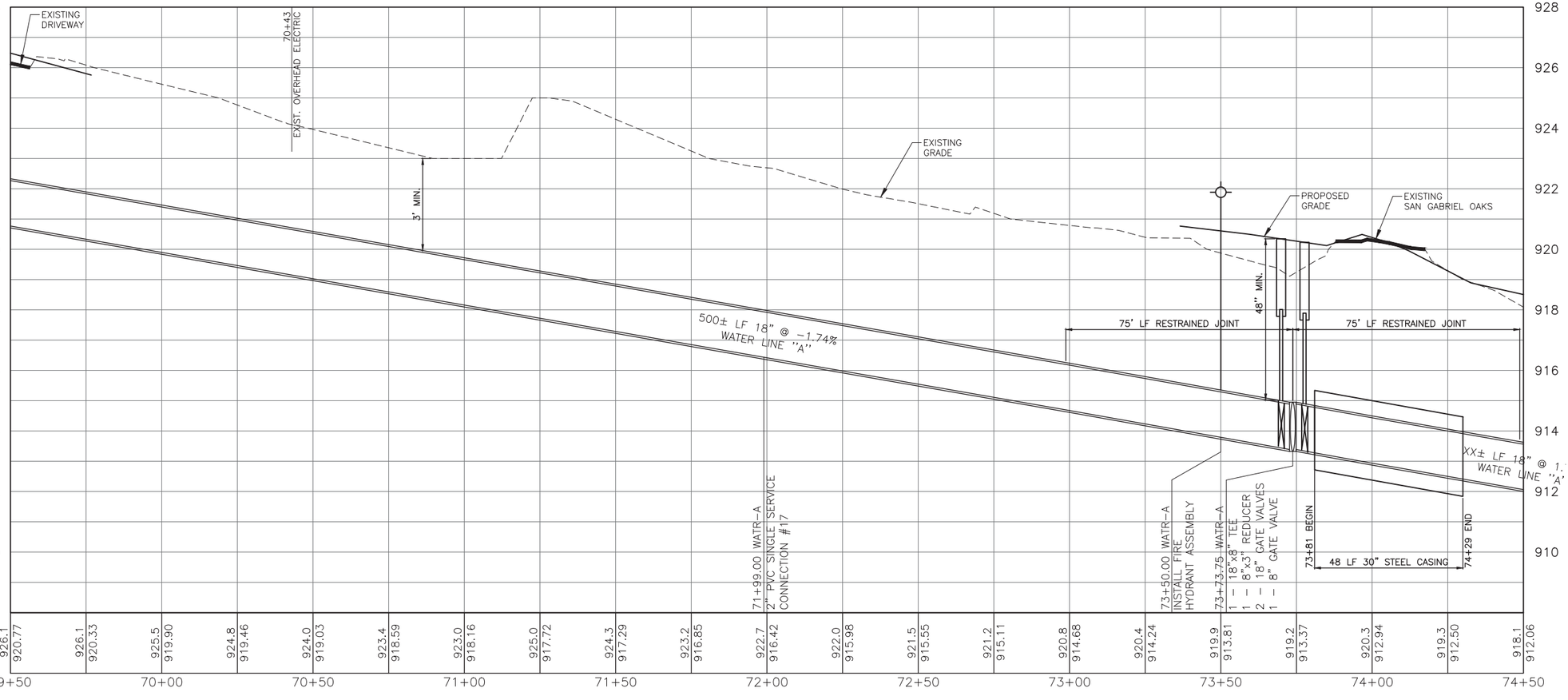

PROFILE SCALE
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PLAN AND PROFILE
STA. 69+50 TO 74+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-114
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Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg – Tab: PP13 – Plotted: 3/15/2016 7:56 PM By: KRISTEN VAN HOOSIER

MATCHLINE STA. 74+50, SEE SHEET U-114

MATCHLINE STA. 79+50, SEE SHEET U-116

75+86 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #19
INSTALL 115 LF NEW 2" SDR-9 SERVICE.
INSTALL NEW PRESSURE REDUCING VALVE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

74+56 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #18
INSTALL 115 LF NEW 2" SDR-9 SERVICE.
INSTALL NEW PRESSURE REDUCING VALVE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

76+48 LINE "A"
CROSS EXISTING OVERHEAD ELECTRIC

(UNAVAILABLE)
R022530

PROPOSED AT&T AND P.E.C. UTILITY LOCATIONS (BY OTHERS)

77+97 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #20
INSTALL 115 LF NEW 2" SDR-9 SERVICE.
INSTALL NEW PRESSURE REDUCING VALVE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

78+00 LINE "A"
INSTALL:
1 – 2" COMBINATION AIR RELEASE VALVE ASSEMBLY

EXISTING LINE TO BE ABANDONED IN PLACE. SEE NOTES 2, 3 AND 4.

PROPOSED R.O.W.

18" WL

EX. 15" PVC

REPAIR 8 SY ASPHALT PAVEMENT

PROPOSED ROADWAY (BY OTHERS)

PROPOSED DRAINAGE STRUCTURES (BY OTHERS)

NOTE!
WHEN LOCATION OF WATER LINE IS ADJACENT TO EXISTING UTILITY POLES, POLES MAY NEED TO BE HELD IN PLACE DURING TRENCHING AND WATER LINE INSTALLATION TO THE SATISFACTION OF THE OWNER OF THE UTILITY POLES.

NOTE!
EXISTING UTILITY POLES AND OVERHEAD UTILITY LINES AND UNDERGROUND ELECTRIC AND TELECOM UTILITIES WILL BE RELOCATED PRIOR TO CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH PEDERNALES ELECTRIC AND AT&T ON FINAL LOCATIONS OF UTILITIES BEFORE BEGINNING CONSTRUCTION.

0 40' 80'
SCALE: 1" = 40'

LEGEND

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- O — O — CHAINLINK FENCE
- ROCK FENCE
- X — X — WIRE FENCE
- // — // — WOOD FENCE
- ESC — ESC — EROSION AND SEDIMENTATION CONTROL DEVICES

920
918
916
914
912
910
908
906
904
902

EXISTING GRADE

400± LF 18" @ -1.74% WATER LINE "A"

100± LF 18" @ -1.26% WATER LINE "A"

3' MIN.

76+48 EXIST. OVERHEAD ELECTRIC

74+56.00 WATR-A
2" PVC SINGLE SERVICE CONNECTION #18

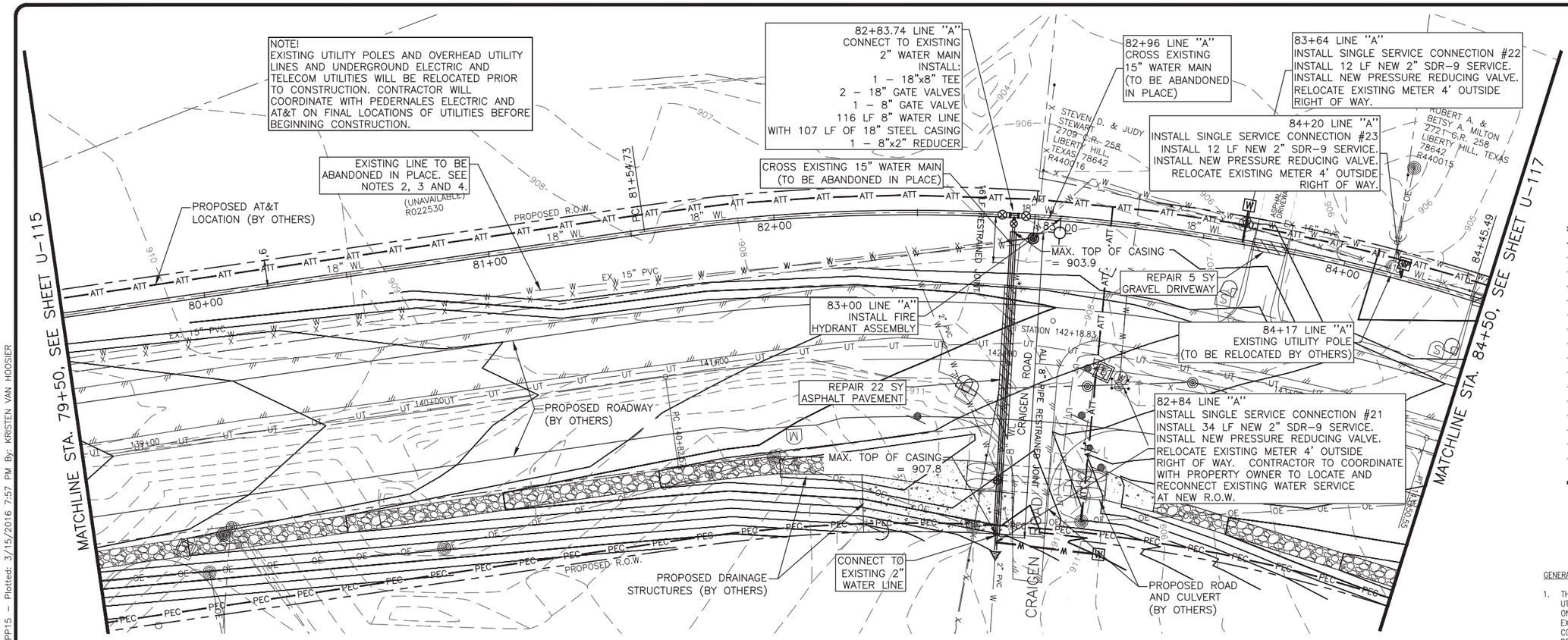
75+86.00 WATR-A
2" PVC SINGLE SERVICE CONNECTION #19

77+81.00 WATR-A
2" PVC SINGLE SERVICE CONNECTION #20

78+00.00 WATR-A
1 – 2" COMBINATION AIR RELEASE VALVE

78+50.00 WATR-A
VPI
FL. 905.10

| | | |



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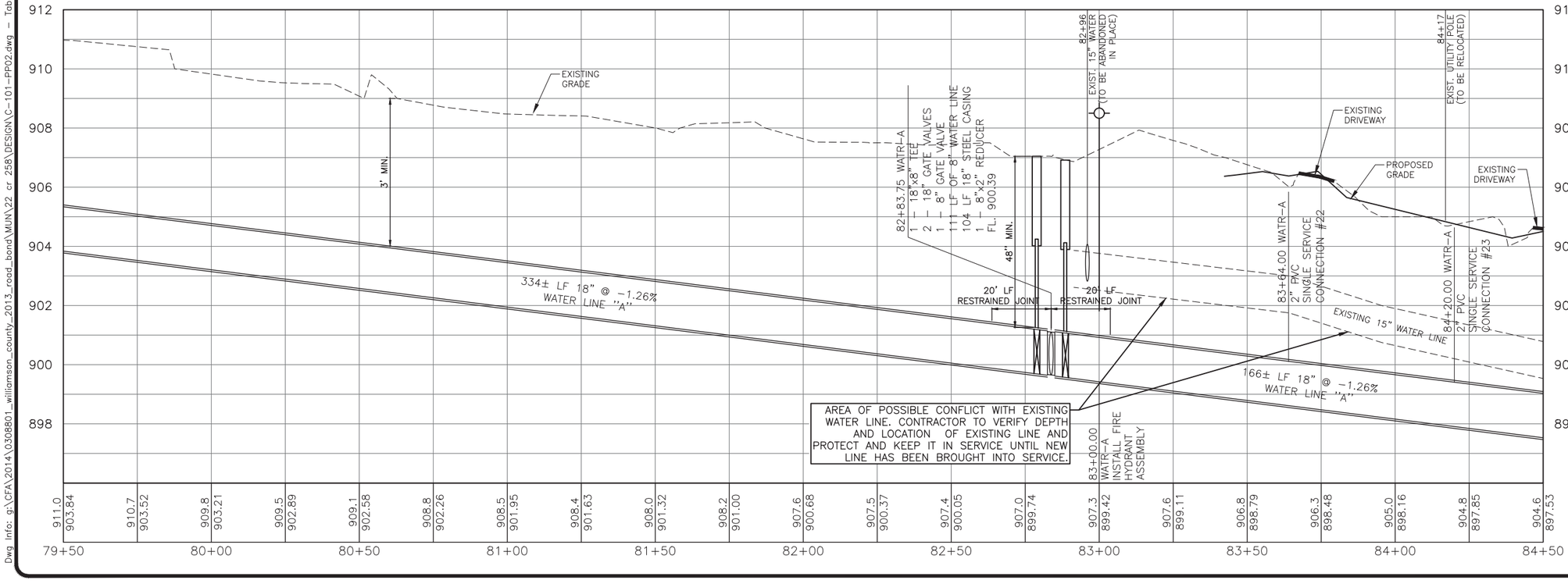


EXISTING GRADE / FLOW LINE OF PIPE
1281.7 / 1258.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9789 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

PLAN AND PROFILE
STA. 79+50 TO 84+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

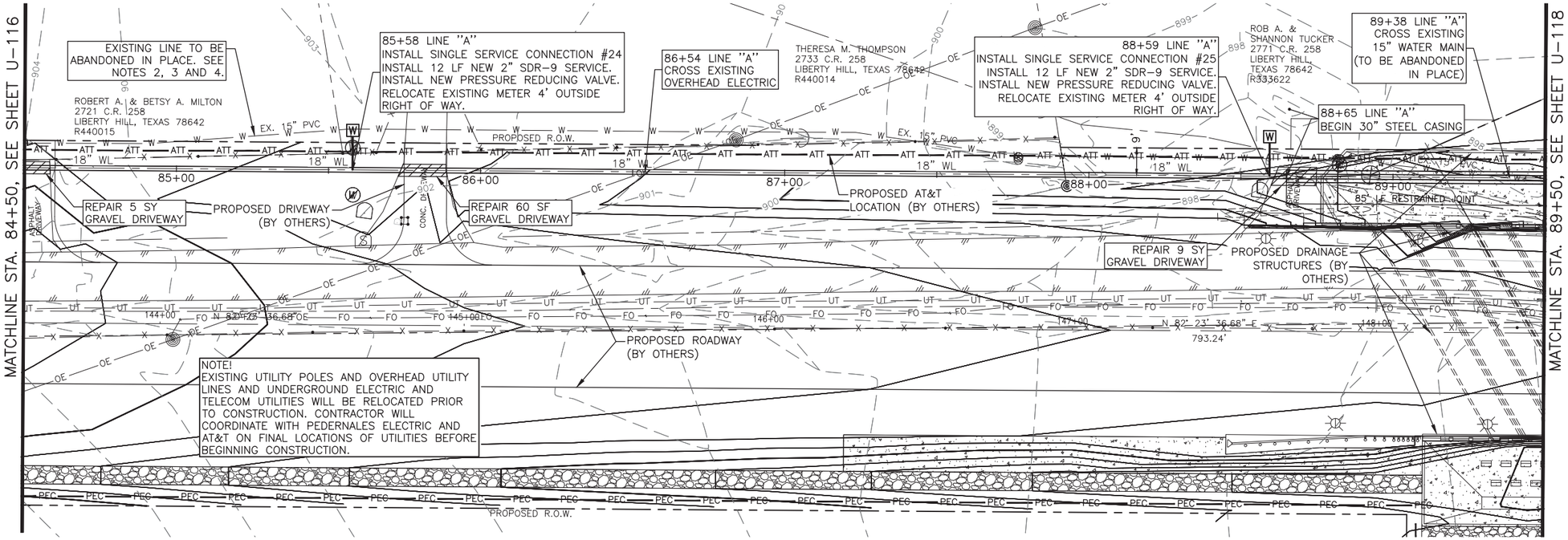
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

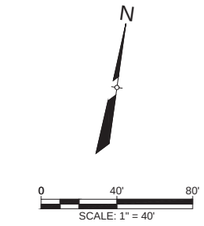
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER
03/15/2016

SHEET
U-116
20 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg – Tab: PP15 – Plotted: 3/15/2016 7:57 PM By: KRISTEN VAN HOOSIER

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg — Tab: PP16 — Plotted: 3/15/2016 7:57 PM By: KRISTEN VAN HOOSIER





LEGEND

- PROP. WATER LINE
- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
- ATT — ATT — PROPOSED AT&T
- W — W — WATER LINE
- WW — WW — WASTEWATER LINE
- SD — SD — STORM DRAIN
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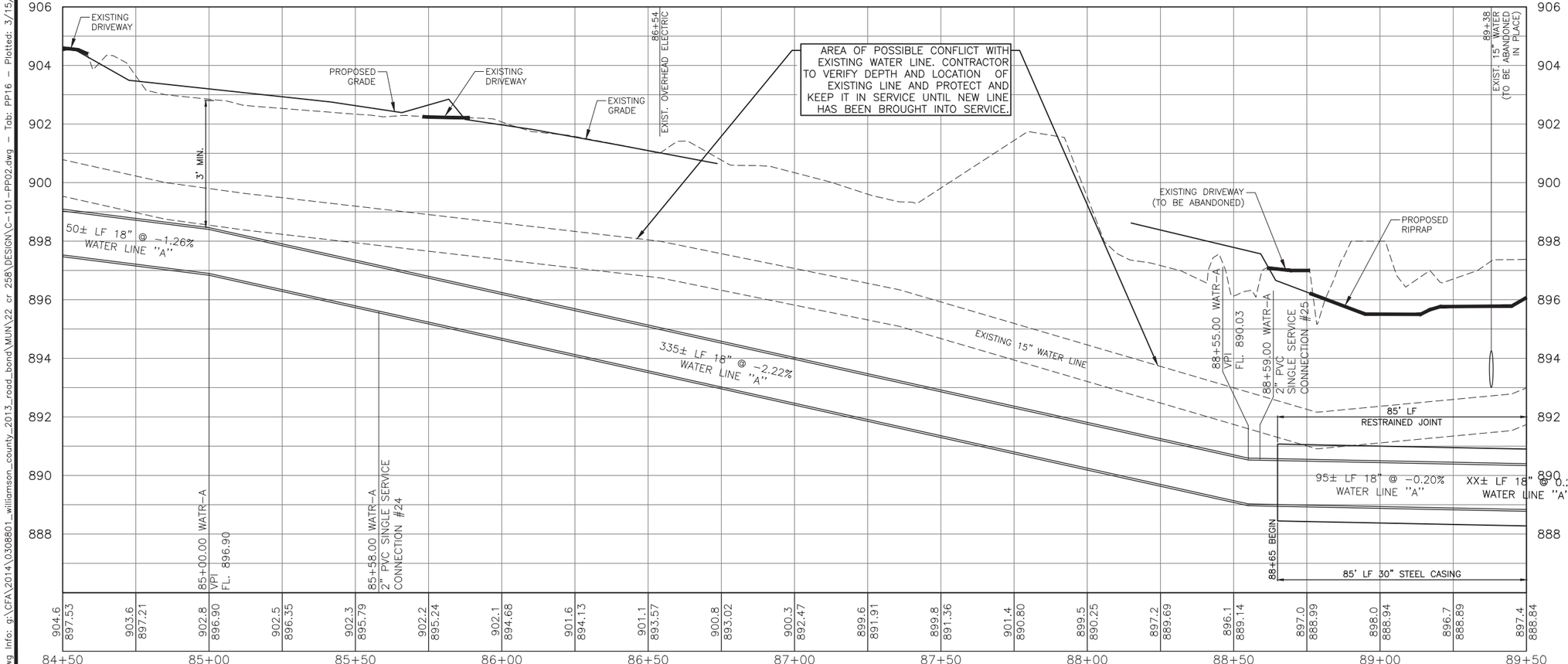

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MATCHLINE STA. 89+50, SEE SHEET U-117

MATCHLINE STA. 94+50, SEE SHEET U-119

92+07 LINE "A"
INSTALL SINGLE SERVICE CONNECTION #26
INSTALL 12 LF NEW 2" SDR-9 SERVICE.
INSTALL NEW PRESSURE REDUCING VALVE.
RELOCATE EXISTING METER 4' OUTSIDE RIGHT OF WAY.

90+60 LINE "A"
END 30" STEEL CASING

REPAIR 5 SY GRAVEL DRIVEWAY

KENNETH P. & PEGGY A. KUJAWA
705 S. BUFFALO AVENUE
CEDAR PARK, TEXAS 78613
R467874

PROPOSED AT&T LOCATION (BY OTHERS)

93+25 LINE "A"
INSTALL FIRE HYDRANT ASSEMBLY

PROPOSED R.O.W.

PROPOSED DRIVEWAYS (BY OTHERS)

PROPOSED DRAINAGE STRUCTURES (BY OTHERS)

EXISTING LINE TO BE ABANDONED IN PLACE. SEE NOTES 2, 3 AND 4.

PROPOSED ROADWAY (BY OTHERS)

NOTE!
EXISTING UTILITY POLES AND OVERHEAD UTILITY LINES AND UNDERGROUND ELECTRIC AND TELECOM UTILITIES WILL BE RELOCATED PRIOR TO CONSTRUCTION. CONTRACTOR WILL COORDINATE WITH PEDERNALES ELECTRIC AND AT&T ON FINAL LOCATIONS OF UTILITIES BEFORE BEGINNING CONSTRUCTION.

N

0 40' 80'
SCALE: 1" = 40'

LEGEND

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PROPOSED GUARD RAIL
PROPOSED RIPRAP
PROPOSED DRIVEWAY
EXISTING DRIVEWAY
PROPOSED GRADE
EXISTING GRADE
EXISTING 15" WATER LINE

AREA OF POSSIBLE CONFLICT WITH EXISTING WATER LINE. CONTRACTOR TO VERIFY DEPTH AND LOCATION OF EXISTING LINE AND PROTECT AND KEEP IT IN SERVICE UNTIL NEW LINE HAS BEEN BROUGHT INTO SERVICE.

110' LF RESTRAINED JOINT

289± LF 18" @ -0.20% WATER LINE "A"

161± LF 18" @ -1.04% WATER LINE "A"

50± LF 18" @ -1.04% WATER LINE "A"

110' LF 30" STEEL CASING

90+60 END

3' MIN.

92+07.00 WATR-A
2" PVC SINGLE SERVICE CONNECTION #26

92+38.73 WATR-A
VPI
FL. 888.26

93+25.00
WATR-A
INSTALL FIRE HYDRANT ASSEMBLY

	89+50	90+00	90+50	91+00	91+50	92+00	92+50	93+00	93+50	94+00	94+50
EXISTING GRADE	897.4	897.8	897.9	897.8	897.8	897.4	897.0	896.7	896.5	896.6	895.5
FLOW LINE OF PIPE	888.84	888.79	888.74	888.69	888.64	888.59	888.54	888.49	888.44	888.39	888.34
	894.9	894.4	893.9	893.7	893.7	892.8	893.0	892.4	893.0	892.5	
	888.29	888.14	887.88	887.62	887.36	887.10	886.84	886.58	886.32	886.05	

1281.7 / 1258.79

PROFILE SCALE
1"=40' HORIZ.
1"=4' VERT.

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AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9953
WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 89+50 TO 94+50

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

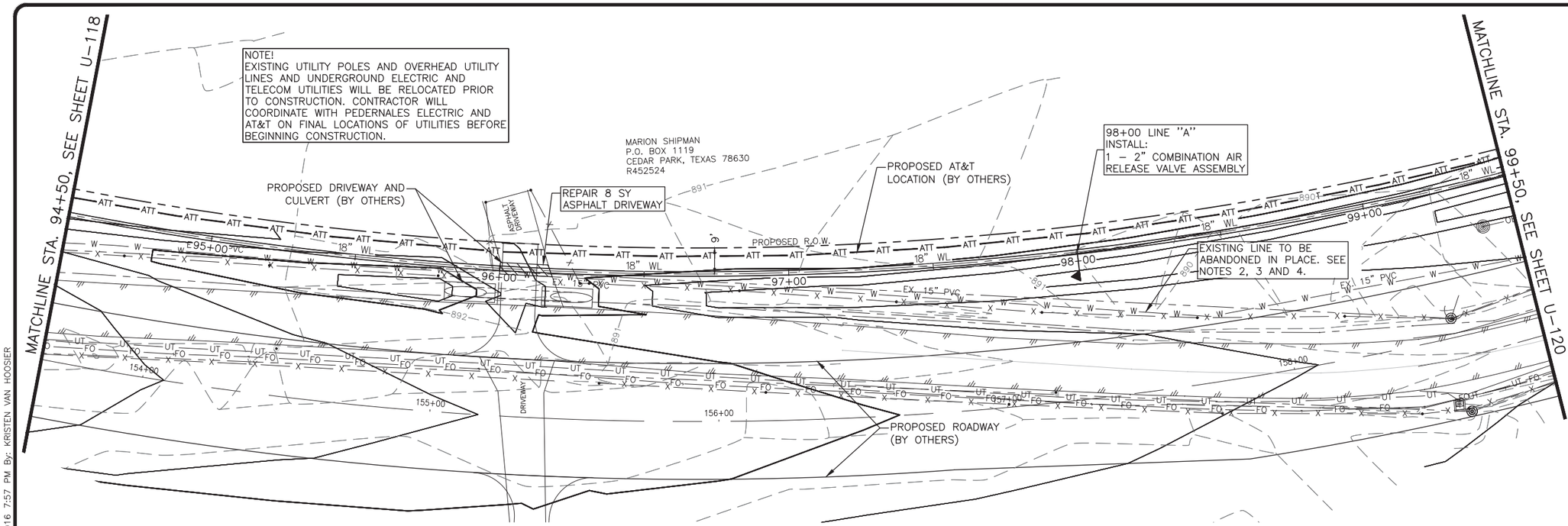
PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

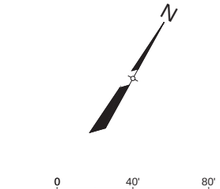
STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER

03/15/2016

SHEET
U-118
22 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg — Tab: PP18 — Plotted: 3/15/2016 7:57 PM By: KRISTEN VAN HOOSIER





LEGEND

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- RIGHT OF WAY
- EASEMENT
- EDGE OF PAVEMENT
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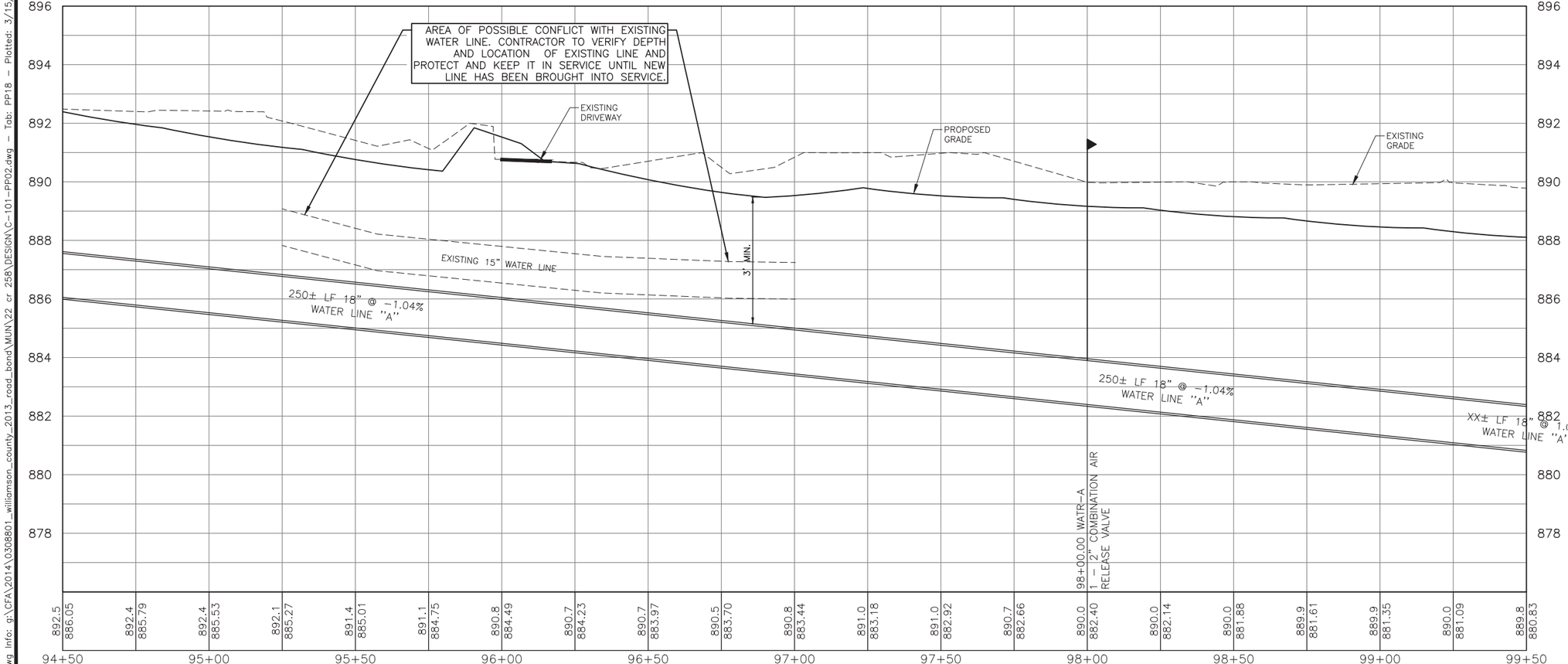

EXISTING GRADE 1281.7
FLOW LINE OF PIPE 1258.79

PROFILE SCALE
1"=40' HORIZ.
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WWW.COBBFENDLEY.COM

PLAN AND PROFILE
STA. 94+50 TO 99+50

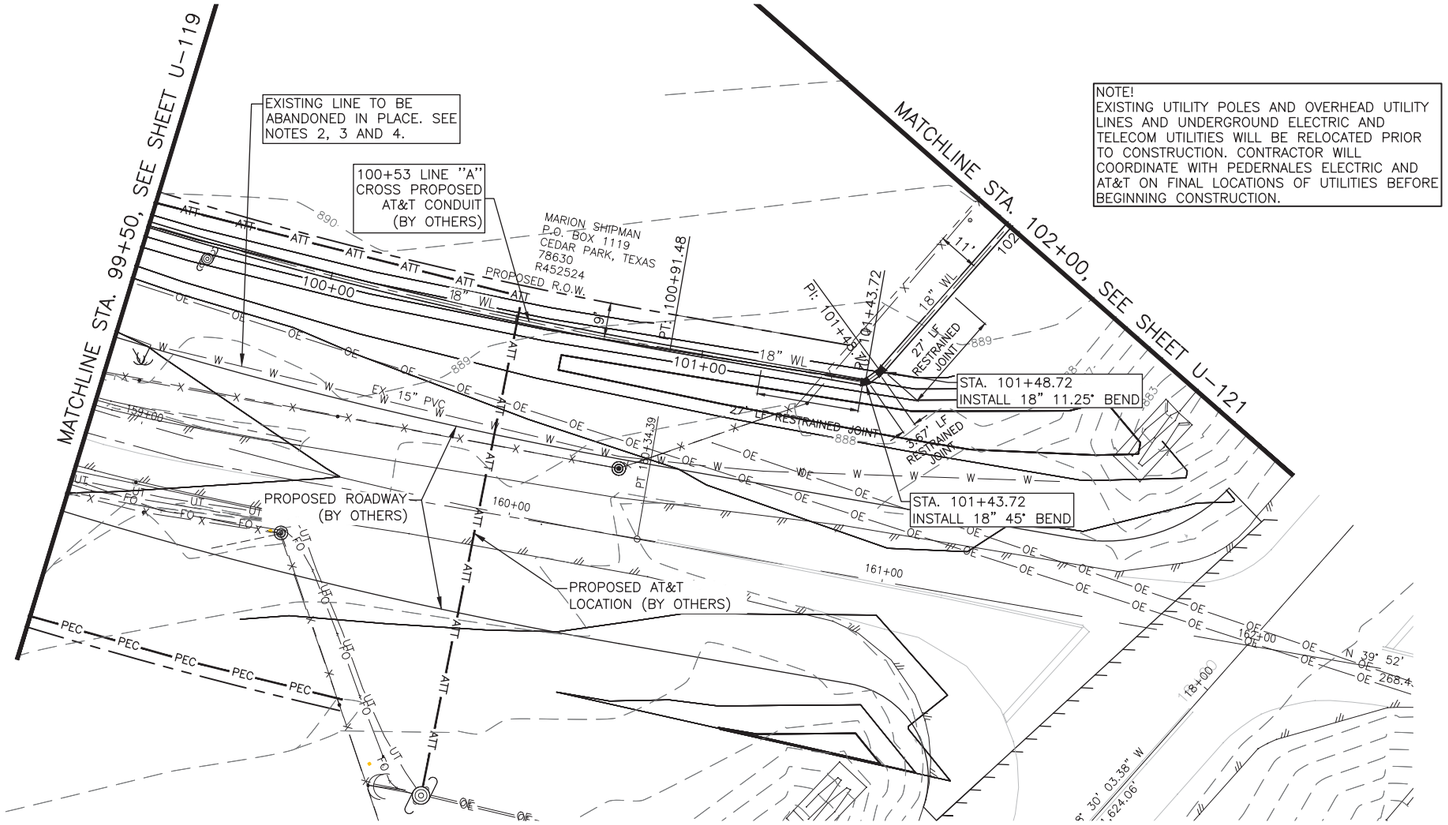
COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

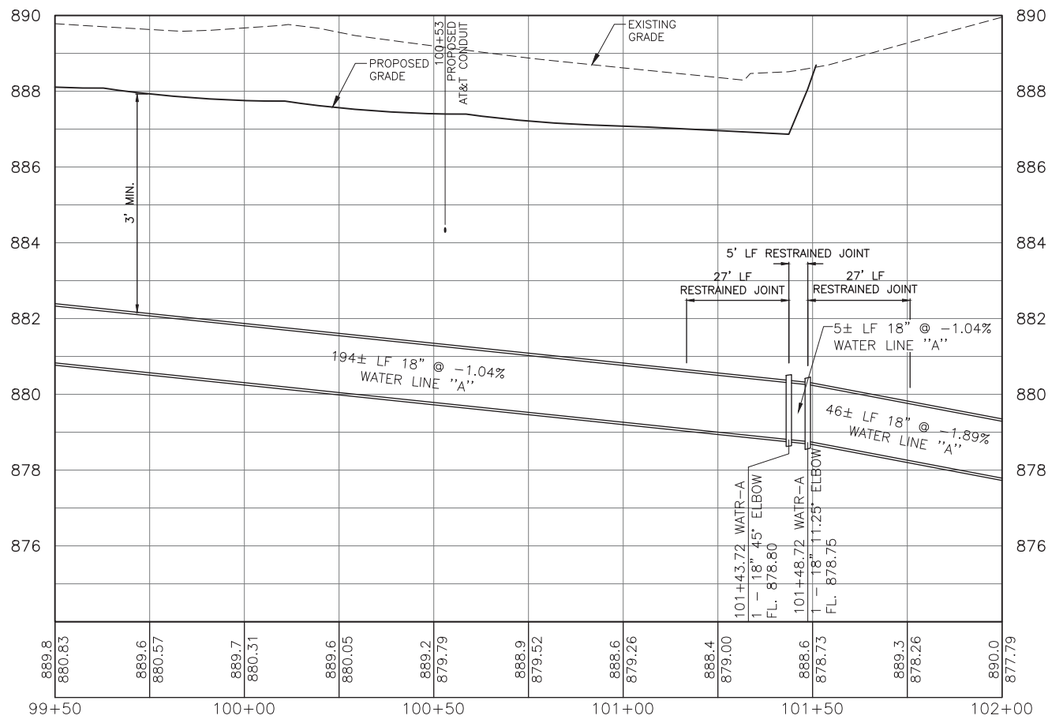
WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER
03/15/2016

SHEET
U-119
23 of 28





0 40' 80'
SCALE: 1" = 40'

LEGEND

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EXISTING GRADE 1281.7
FLOW LINE OF PIPE 1258.79

PROFILE SCALE
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PLAN AND PROFILE
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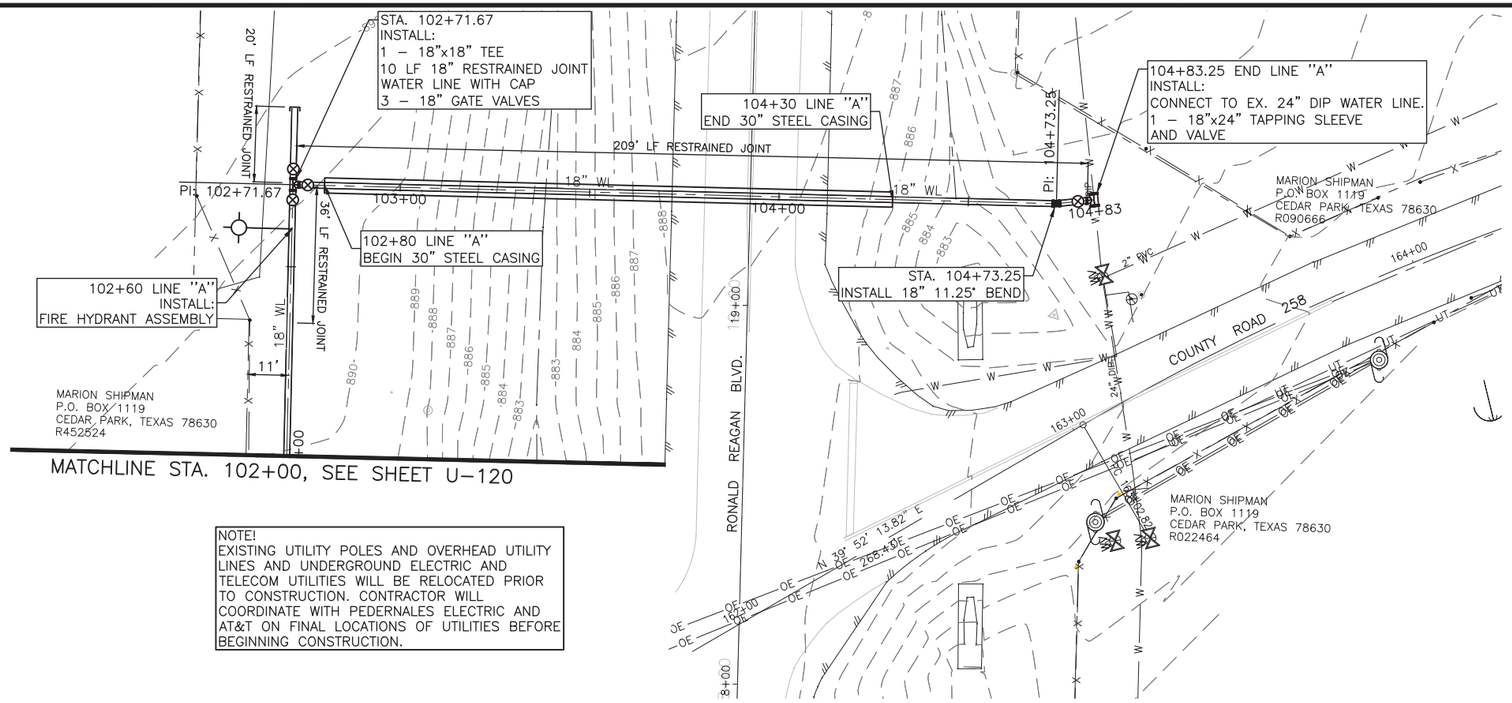
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg - Tab: PP19 - Plotted: 3/15/2016 7:58 PM By: KRISTEN VAN HOOSIER



NOTE!
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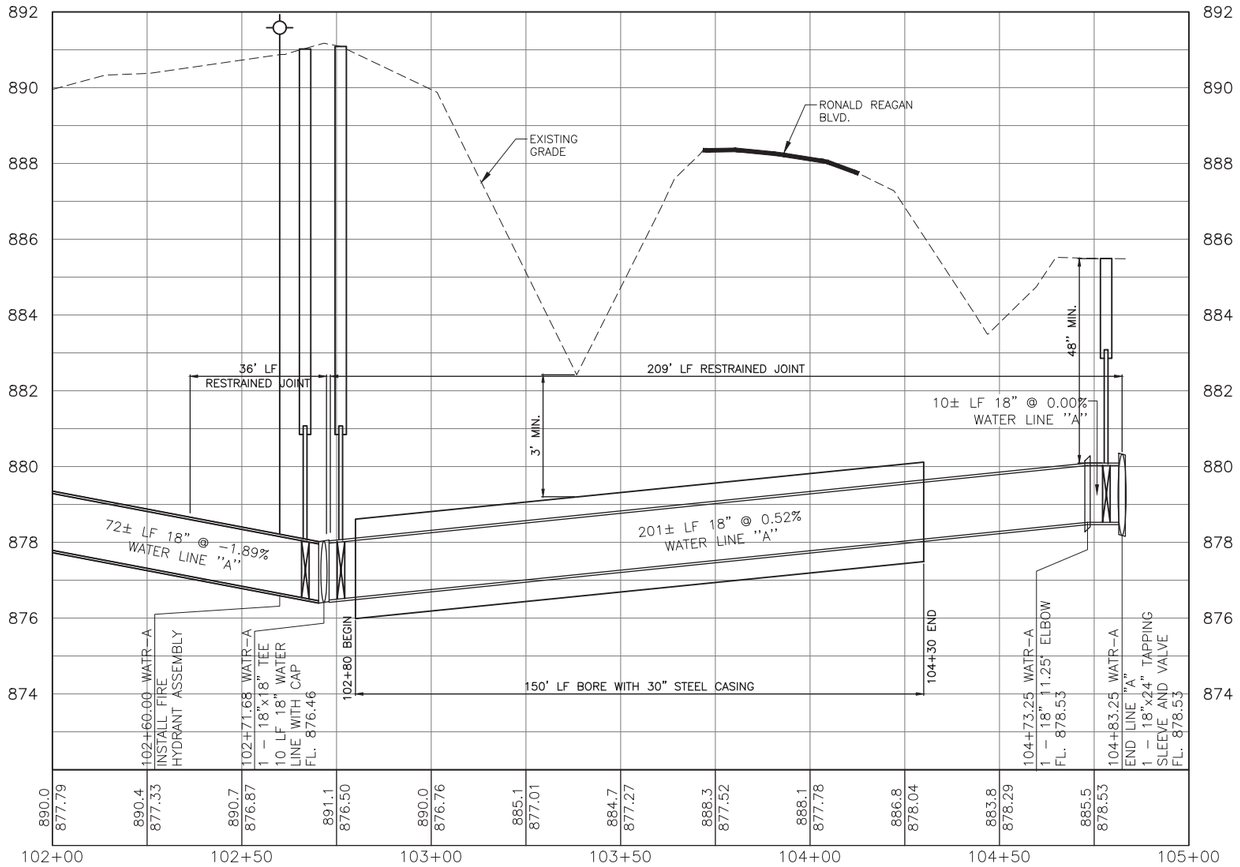

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5. THERE ARE TREES WITHIN THE PROJECT LIMITS. THE CONTRACTOR IS TO PROTECT THE TREE ROOT ZONES DURING CONSTRUCTION.
6. ANY DISCREPANCIES FROM WHAT IS SHOWN SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
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PLAN AND PROFILE STA. 102+00 TO END

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

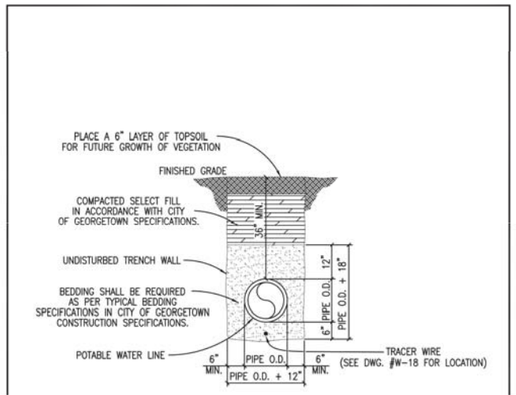
WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R. RODRIGUEZ
DRAWN: R. RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER
03/15/2016

SHEET
U-121
25 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-101-PP02.dwg – Tab: PP20 – Plotted: 3/15/2016 7:58 PM By: KRISTEN VAN HOOSIER

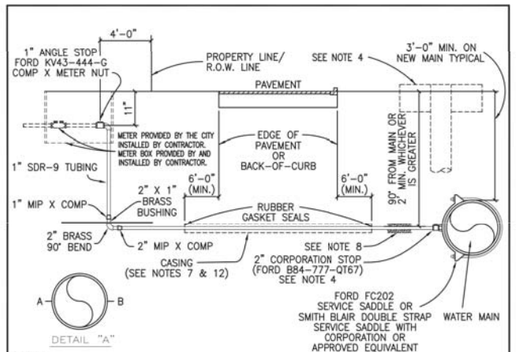


TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'-0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'-0" + PIPE O.D.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TRENCH AND EMBEDMENT DETAIL UNDER NON-PAVED AREAS

ADOPTED 6/21/2006
W02
SCALE: NTS | DATE: 1/2003
DRAWN BY: MRS | APPROVED BY: TRB

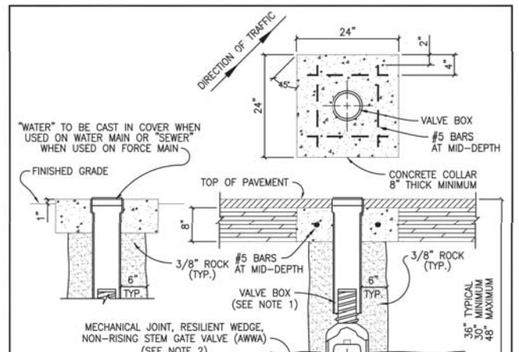


NOTES:
1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" OFFSET AND AT THE CENTERLINE AS SHOWN ON DETAIL "A".
2. WHERE NO SIDEWALK EXISTS, METER BOXES SHALL BE SET TO CONFORM TO FINISHED GRADE.
3. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9. CLASS 200, SDR TUBING SHALL HAVE STAINLESS STEEL STIFFENERS.
4. ROTATE THE CORPORATION STOP SO THAT THE OPERATING NUT IS ACTUATED FROM THE VERTICAL POSITION RATHER THAN THE HORIZONTAL. SEE STD. RISER FOR CORP. STOP DETAIL, (DWG # W08).
5. SERVICE LINES SHALL BE CONTINUOUS FROM CORPORATION STOP TO CORPORATION STOP WITH NO FITTINGS IN BETWEEN.
6. SERVICE CASING SHALL NOT BE INSTALLED BY WATER JETTING UNDER ROADWAY.
7. CASING REQUIRED FOR ALL PAVEMENT CROSSINGS. 4" SDR-26 REQUIRED FOR OPEN-CUT. STEEL CASING PIPE REQUIRED FOR JACK AND BORE. LIMITS OF CASING SHOULD EXTEND SIX FEET BEYOND THE EDGE OF PAVEMENT OR BACK-OF-CURB.
8. BEDDING MATERIAL AS PER CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS.
9. ANY VARIATIONS ON FITTINGS MUST BE APPROVED BY THE CITY ENGINEER.
10. METER BOX TO BE CAPABLE OF HOUSING ITRON AUTOMATIC METER READING DEVICE. USE DFW-PLASTICS, INC. PART NO. 1200SBAMR OR APPROVED EQUAL.
11. ALL SERVICE LINES SHALL BE PLACED 90° PERPENDICULAR TO THE ROADWAY. SEE DETAIL W23.
12. CASING SHALL EXTEND OUT TO WITHIN 4' INSIDE OF THE R.O.W. LINE, ON BOTH SIDES.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL WATER SERVICE-ELEVATION

ADOPTED 01/23/2013
W03
SCALE: NTS | DATE: 1/2003
DRAWN BY: -- | APPROVED BY: MH

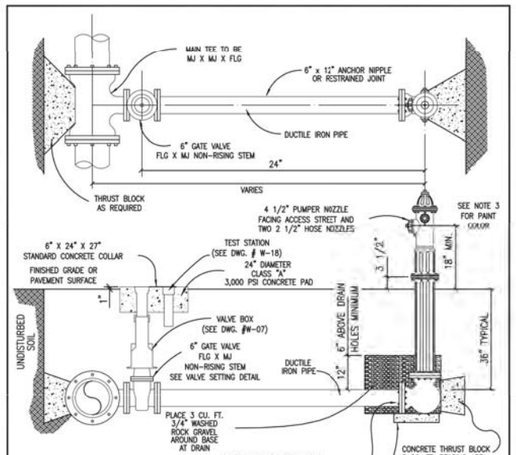


NOTES:
1. VALVE BOX SHALL BE 5 1/4" CAST IRON ADJUSTABLE HAVING AN ADJUSTABLE RANGE OF + OR - 6 INCHES FROM INSTALLED FINISH GRADE.
2. ACCEPTABLE GATE VALVES ARE:
   A. AMERICAN FLOW CONTROL - SERIES 2500
   B. MUELLER - 2360 SERIES
   C. CLOW

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL VALVE SETTING

ADOPTED 6/21/2006
W07
SCALE: NTS | DATE: 1/2003
DRAWN BY: MRS | APPROVED BY: TRB

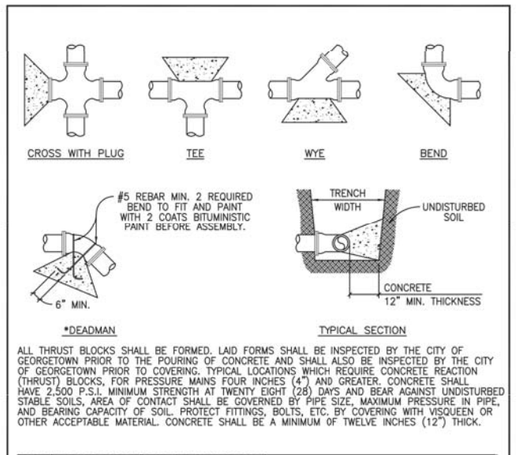


NOTES:
1. FIRE HYDRANT SHALL BE INSTALLED ON SAME SIDE OF ROAD AS WATER MAIN.
2. FIRE HYDRANT SHALL BE INSTALLED PLUMB AND TRUE.
3. ALL FIRE HYDRANT EXTERIORS SHALL BE FACTORY PRIMED AND PAINTED SILVER USING A HIGH GRADE ENAMEL.
4. HEEL AND THRUST BLOCKS TO REST IN UNDISTURBED SOIL.
5. THE ONLY FIRE HYDRANTS ACCEPTABLE ARE:
   A. KENNEDY - K81
   B. AMERICAN DARLING - B84B
   C. CLOW MEDALLION
6. DOUBLE BLUE REFLECTOR "HYE-LITES" BRAND, MANUFACTURED BY PAVEMENT MARKERS INC. TO BE INSTALLED AT CENTERLINE OF STREET PERPENDICULAR TO HYDRANT.
7. ALL METALLIC PIPES AND FITTINGS SHALL BE WRAPPED WITH 8 MIL. POLYETHELENE FILM.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL FIRE HYDRANT INSTALLATION

ADOPTED 6/21/2006
W10
SCALE: NTS | DATE: 1/2003
DRAWN BY: MRS | APPROVED BY: TRB



ALL THRUST BLOCKS SHALL BE FORMED. LAID FORMS SHALL BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO THE POURING OF CONCRETE AND SHALL ALSO BE INSPECTED BY THE CITY OF GEORGETOWN PRIOR TO COVERING. TYPICAL LOCATIONS WHICH REQUIRE CONCRETE REACTION (THRUST) BLOCKS, FOR PRESSURE MAINS FOUR INCHES (4") AND GREATER. CONCRETE SHALL HAVE 2,500 P.S.I. MINIMUM STRENGTH AT TWENTY EIGHT (28) DAYS AND BEAR AGAINST UNDISTURBED STABLE SOILS, AREA OF CONTACT SHALL BE GOVERNED BY PIPE SIZE, MAXIMUM PRESSURE IN PIPE, AND BEARING CAPACITY OF SOIL. PROTECT FITTINGS, BOLTS, ETC. BY COVERING WITH VISQUEEN OR OTHER ACCEPTABLE MATERIAL. CONCRETE SHALL BE A MINIMUM OF TWELVE INCHES (12") THICK.

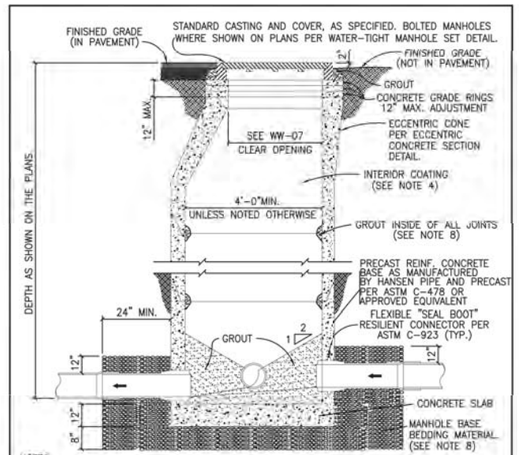
PIPE SIZE	THRUST BLOCK AREA REQUIRED	PIPE SIZE	THRUST BLOCK AREA REQUIRED	REMARKS
4"	2.0 SQ. FT.	18"	30.0 SQ. FT.	VALUES ARE FOR 90° BENDS, BASED ON 2000 P.S.F. SAFE BEARING LOAD AND PIPE PRESSURE OF 150 P.S.I. PLUS 33% SAFETY FACTOR FOR OTHER SOILS AND PRESSURES, THE AREA REQUIRED IS IN DIRECT PROPORTION.
6"	4.0 SQ. FT.	20"	37.0 SQ. FT.	
8"	6.6 SQ. FT.	24"	53.0 SQ. FT.	
10"	10.0 SQ. FT.	27"	80.0 SQ. FT.	
12"	14.0 SQ. FT.	30"	98.0 SQ. FT.	
14"	18.0 SQ. FT.	36"	127.0 SQ. FT.	
16"	24.0 SQ. FT.			

* THE ENGINEER OF RECORD SHALL CALCULATE THE SIZE OF THE DEADMAN REQUIRED AS WELL AS ANY INSTALLATION WHICH IS NOT COVERED BY THE ABOVE.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TYPICAL THRUST BLOCKS FOR WATER AND FORCE MAIN

ADOPTED 6/21/2006
W11
SCALE: NTS | DATE: 1/2003
DRAWN BY: MRS | APPROVED BY: TRB



NOTES:
1. MANHOLES SHALL BE PRECAST ASTM C-478 BELL AND SPIGOT WITH PROFILE GASKET - SINGLE OFF-SET JOINTS.
2. SEE PLANS AND MANHOLE SCHEDULE, FOR MANHOLE SIZE, LOCATION, CONFIGURATION, TYPE OF TOP SECTION, VENTING REQUIREMENTS, PIPE SIZE AND TYPES.
3. SEE SPECIFICATIONS ON MATERIALS AND CONSTRUCTION.
4. AN 80 MIL. COAT OF RAVEN LINING SYSTEMS, RAVEN 405 ULTRA HIGH BUILD EPOXY COATING, OR SPRAY WALL EPOXY COATING, OR APPROVED EQUAL, TO BE APPLIED TO ENTIRE INTERIOR OF EACH WASTEWATER MANHOLE AND UNDERSIDE OF FLAT TOPS.
5. ALL MANHOLE COVERS SHALL BE BOLTED AND GASKETTED WHEN MANHOLES ARE LOCATED OUT FROM PAVEMENT.
6. MANHOLES TO BE VENTED ARE IDENTIFIED ON MANHOLE SCHEDULE. REFERENCE MANHOLE VENT DETAIL.
7. MANHOLES ARE TO BE DESIGNED TO RESIST LATERAL AND VERTICAL SOIL FORCES RESULTING FROM MANHOLE DEPTH. ADDITIONALLY, MANHOLES LOCATED IN PAVEMENT TO BE DESIGNED FOR HS-20 TRAFFIC LOADS.
8. GROUT SHALL MEET THE REQUIREMENTS AS STATED BY THE COATING MANUFACTURER.
9. MANHOLE BASE BEDDING MATERIAL SPECS. FOR 3/4" WASHED GRAVEL:
   SIEVE SIZE 2", PERCENT (%) RETAINED 0
   SIEVE SIZE 1 1/2", % RETAINED 0-10
   SIEVE SIZE 1", % RETAINED 45-80
   SIEVE SIZE 3/4", % RETAINED 85-100
   SIEVE SIZE 3/8", % RETAINED 95-100

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD MANHOLE - SECTION

ADOPTED 6/21/2006
WW03
SCALE: NTS | DATE: 1/2003
DRAWN BY: MRS | APPROVED BY: TRB

NOTE:
DETAIL WW03 IS FOR REFERENCE ONLY FOR BASE, RISER AND CONE SECTION ONLY.

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

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STANDARD WATER UTILITY DETAILS - SHEET 1

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

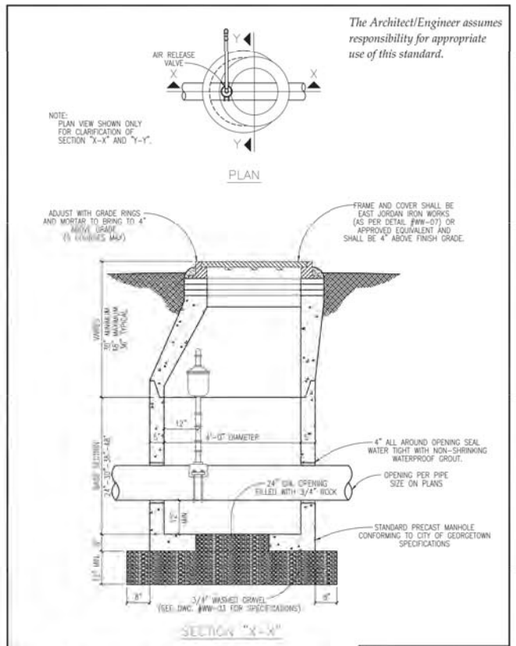
PROJ. NO. 1403-088-01
DESIGN: R.RODRIGUEZ
DRAWN: R.RODRIGUEZ
CHECK: T. McCOY
APPR: J. HASTINGS
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED
PROFESSIONAL ENGINEER
03/15/2016

SHEET
U-501
26 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-501-DETL-COGT.dwg -- Tab: DETL-01 -- Plotted: 3/15/2016 7:58 PM By: KRISTEN VAN HOOSIER

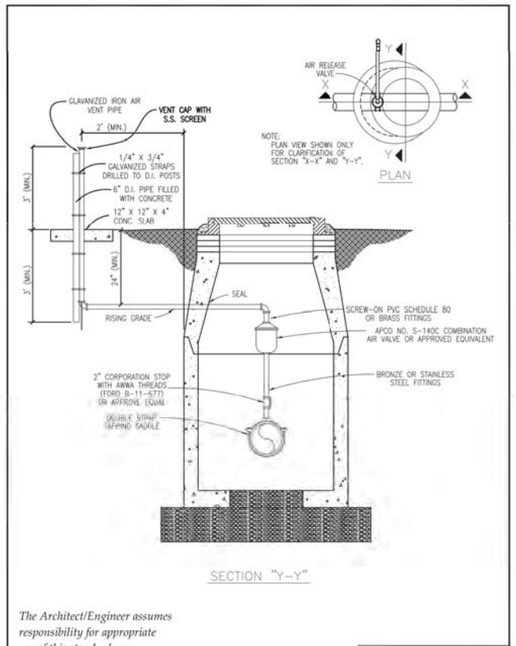
Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-501-DETL-COGT.dwg – Tab: DETL-02 – Plotted: 3/15/2016 7:58 PM By: KRISTEN VAN HOOSIER



The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR WATER MAIN

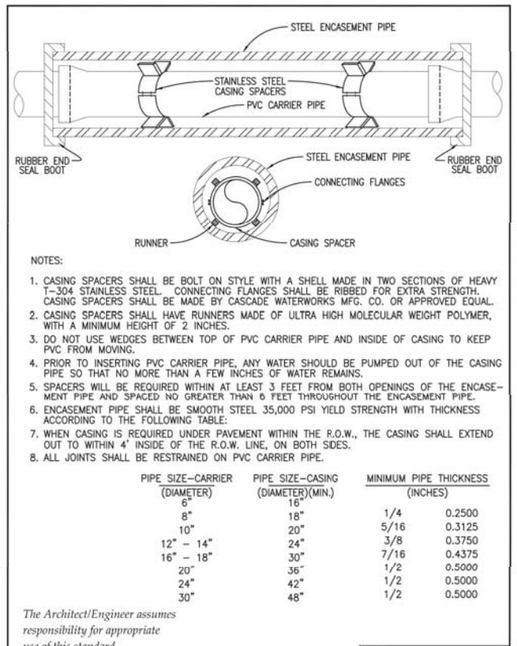
ADOPTED 6/21/2006 — W12 — NTS — 1/2003 — MRS — TRB



The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
STANDARD AIR RELEASE VALVE FOR WATER MAIN

ADOPTED 6/21/2006 — W13 — NTS — 1/2003 — MRS — TRB



NOTES:

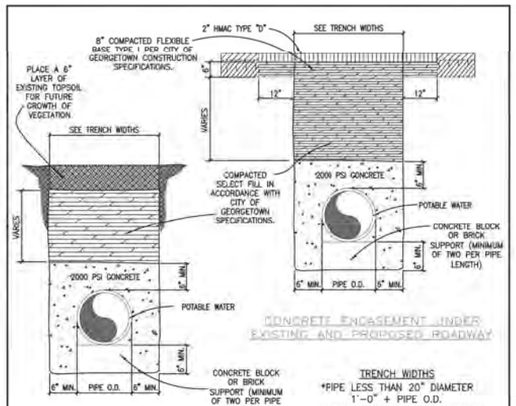
1. CASING SPACERS SHALL BE BOLT ON STYLE WITH A SHELL MADE IN TWO SECTIONS OF HEAVY T-304 STAINLESS STEEL. CONNECTING FLANGES SHALL BE RIBBED FOR EXTRA STRENGTH. CASING SPACERS SHALL BE MADE BY CASCADE WATERWORKS MFG. CO. OR APPROVED EQUAL.
2. CASING SPACERS SHALL HAVE RUNNERS MADE OF ULTRA HIGH MOLECULAR WEIGHT POLYMER, WITH A MINIMUM HEIGHT OF 2 INCHES.
3. DO NOT USE WEDGES BETWEEN TOP OF PVC CARRIER PIPE AND INSIDE OF CASING TO KEEP PVC FROM MOVING.
4. PRIOR TO INSERTING PVC CARRIER PIPE, ANY WATER SHOULD BE PUMPED OUT OF THE CASING PIPE SO THAT NO MORE THAN A FEW INCHES OF WATER REMAINS.
5. SPACERS WILL BE REQUIRED WITHIN AT LEAST 3 FEET FROM BOTH OPENINGS OF THE ENCASEMENT PIPE AND SPACED NO GREATER THAN 6 FEET THROUGHOUT THE ENCASEMENT PIPE.
6. ENCASEMENT PIPE SHALL BE SMOOTH STEEL 35,000 PSI YIELD STRENGTH WITH THICKNESS ACCORDING TO THE FOLLOWING TABLE:
7. WHEN CASING IS REQUIRED UNDER PAVEMENT WITHIN THE R.O.W., THE CASING SHALL EXTEND OUT TO WITHIN 4' INSIDE OF THE R.O.W. LINE, ON BOTH SIDES.
8. ALL JOINTS SHALL BE RESTRAINED ON PVC CARRIER PIPE.

PIPE SIZE–CARRIER (DIAMETER)	PIPE SIZE–CASING (DIAMETER)(MIN.)	MINIMUM PIPE THICKNESS (INCHES)	
6"	16"		
8"	18"	1/4	0.2500
10"	20"	5/16	0.3125
12" – 14"	24"	3/8	0.3750
16" – 18"	30"	7/16	0.4375
20"	36"	1/2	0.5000
24"	42"	1/2	0.5000
30"	48"	1/2	0.5000

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
INSTALLATION OF P.V.C. PIPE THROUGH CASING

ADOPTED 6/21/2006 — W14 — NTS — 1/2003 — MRS — TRB



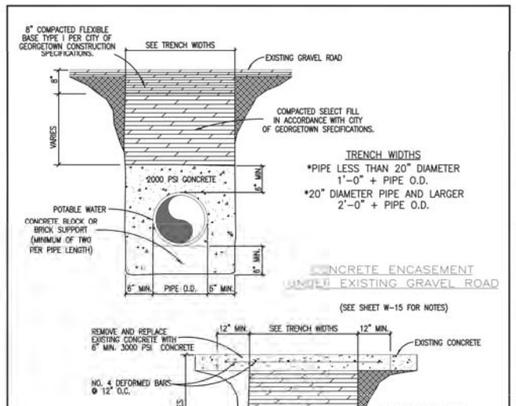
TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'–0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'–0" + PIPE O.D.

NOTES:
1. ENCASEMENT TO BE CONSTRUCTED WHERE SEWER LINES PASS OVER OR UNDER A WATER MAIN WITH LESS THAN TWELVE INCHES (12") CLEAR DISTANCE.
2. AT CROSSINGS, ENCASEMENT SHALL EXTEND TEN FEET (10'–0") ON EITHER SIDE OF CROSSING.
3. BEGINNING AND ENDING OF ENCASEMENTS SHALL NOT BE MORE THAN SIX INCHES (6") FROM A PIPE JOINT.
4. WHERE WATER AND SEWER LINES PARALLEL WITH LESS THAN TEN FEET (10'–0") HORIZONTAL CLEAR DISTANCE, NO ENCASEMENT IS REQUIRED IF BOTH LINES ARE 150 PSI PRESSURE PIPE.
5. RAW WATER MAINS SHALL BE 150 PSI PRESSURE RATED WHEN PARALLELING POTABLE WATER MAINS WITH LESS THAN NINE FEET (9'–0") HORIZONTAL CLEARANCE.
6. WHERE MINIMUM COVER, THIRTY SIX INCHES (36") IS NOT AVAILABLE, ENCASEMENT WILL BE REQUIRED.
7. ALL CONCRETE ENCASEMENTS MUST BE FORMED AND INSPECTED BY THE CITY OF GEORGETOWN INSPECTOR PRIOR TO PLACING CONCRETE AND BACKFILLING.
8. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL (SEE C9 FLOWABLE BACKFILL FOR THE SPECIFICATION).

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
CONCRETE ENCASEMENT DETAIL

ADOPTED 6/21/2006 — W15 — NTS — 1/2003 — MRS — TRB

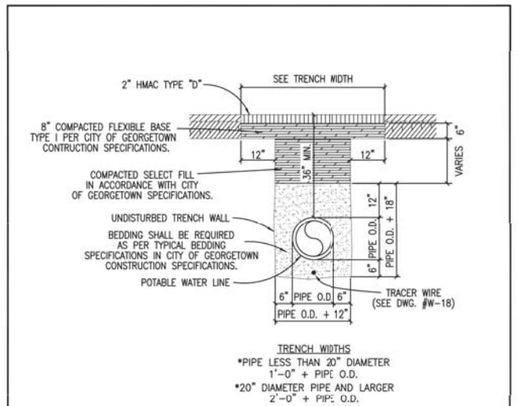


TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'–0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'–0" + PIPE O.D.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
CONCRETE ENCASEMENT DETAIL

ADOPTED 6/21/2006 — W16 — NTS — 1/2003 — MRS — TRB



TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'–0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'–0" + PIPE O.D.

NOTES:
1. REPLACED BASE MATERIAL OVER DITCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE.
2. BASE MATERIAL SHALL BE IN LIFTS NOT TO EXCEED 6" AND EACH LIFT THOROUGHLY ROLLED OR TAMPED TO SPECIFIED MAXIMUM DENSITY.
3. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED.
4. SURFACE MATERIAL WILL BE CONSISTENT WITH THE EXISTING SURFACE.
5. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS AND STANDARDS.
6. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL (SEE C9 FLOWABLE BACKFILL FOR THE SPECIFICATION).

The Architect/Engineer assumes responsibility for appropriate use of this standard.

CITY OF GEORGETOWN
CONSTRUCTION STANDARDS AND DETAILS
TRENCH AND EMBEDMENT AND PAVEMENT REPLACEMENT DETAIL UNDER EXISTING ROADWAY

ADOPTED 6/21/2006 — W17 — NTS — 1/2003 — MRS — TRB

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
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WWW.COBBFENDLEY.COM

STANDARD WATER UTILITY DETAILS - SHEET 2

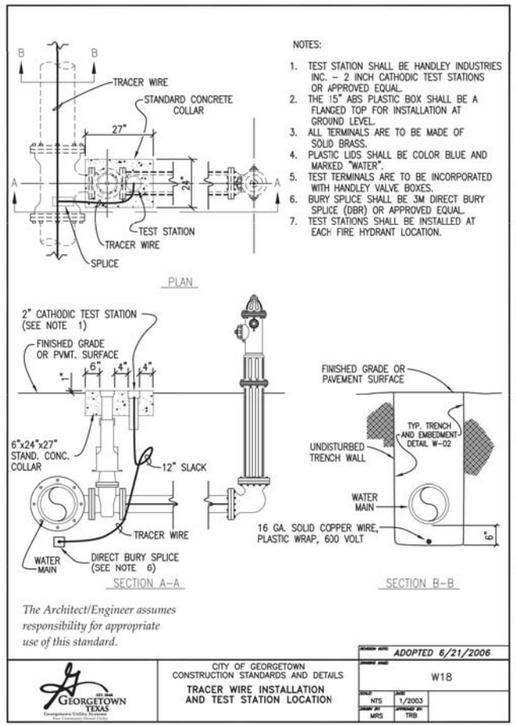
COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R.RODRIGUEZ
DRAWN: R.RODRIGUEZ
CHECK: T. McCOY
APPR: T. McCOY
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED PROFESSIONAL ENGINEER
Julie Hastings
03/15/2016

SHEET
U-502
27 of 28

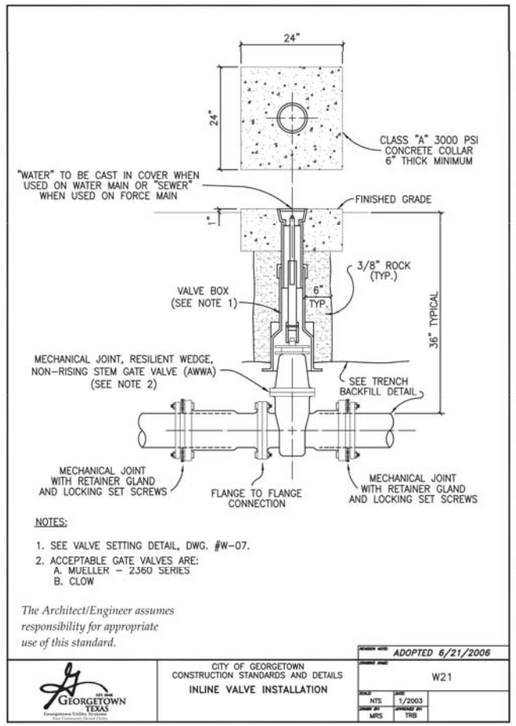


NOTES:

1. TEST STATION SHALL BE HANDLEY INDUSTRIES INC. – 2 INCH CATHODIC TEST STATIONS OR APPROVED EQUAL.
2. THE 15" ABS PLASTIC BOX SHALL BE A FLANGED TOP FOR INSTALLATION AT GROUND LEVEL.
3. ALL TERMINALS ARE TO BE MADE OF SOLID BRASS.
4. PLASTIC LIDS SHALL BE COLOR BLUE AND MARKED "WATER".
5. TEST TERMINALS ARE TO BE INCORPORATED WITH HANDLEY VALVE BOXES.
6. BURY SPLICE SHALL BE 3M DIRECT BURY SPLICE (DBR) OR APPROVED EQUAL.
7. TEST STATIONS SHALL BE INSTALLED AT EACH FIRE HYDRANT LOCATION.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **TRACER WIRE INSTALLATION AND TEST STATION LOCATION**	ADOPTED 6/21/2006 W18 NTS · 1/2003 · MRS · TRB

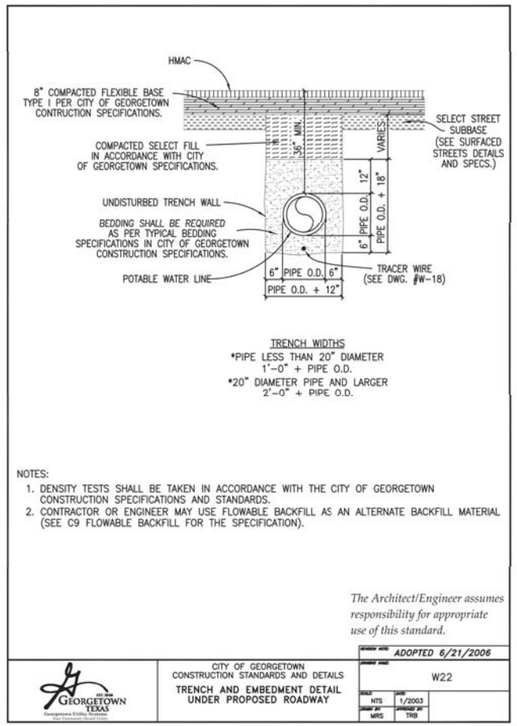


NOTES:

1. SEE VALVE SETTING DETAIL, DWG. #W-07.
2. ACCEPTABLE GATE VALVES ARE:
   A. MUELLER – 2360 SERIES
   B. CLOW

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **INLINE VALVE INSTALLATION**	ADOPTED 6/21/2006 W21 NTS · 1/2003 · MPS · TRB



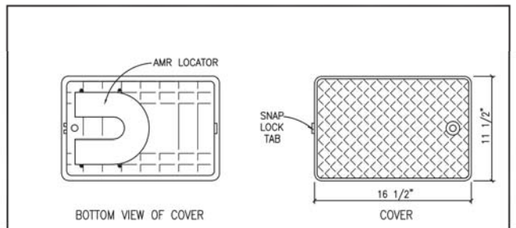
TRENCH WIDTHS
*PIPE LESS THAN 20" DIAMETER
1'-0" + PIPE O.D.
*20" DIAMETER PIPE AND LARGER
2'-0" + PIPE O.D.

NOTES:

1. DENSITY TESTS SHALL BE TAKEN IN ACCORDANCE WITH THE CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS AND STANDARDS.
2. CONTRACTOR OR ENGINEER MAY USE FLOWABLE BACKFILL AS AN ALTERNATE BACKFILL MATERIAL (SEE C9 FLOWABLE BACKFILL FOR THE SPECIFICATION).

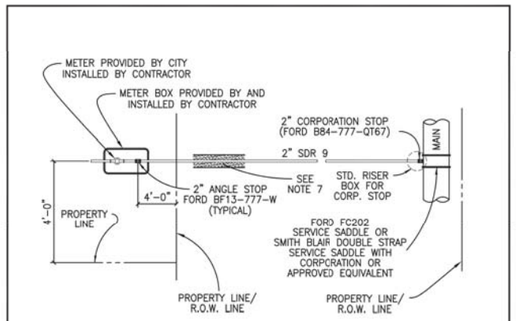
The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **TRENCH AND EMBEDMENT DETAIL UNDER PROPOSED ROADWAY**	ADOPTED 6/21/2006 W22 NTS · 1/2003 · MPS · TRB



The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **METER BOX (NON-TRAFFIC AREAS)**	ADOPTED 6/21/2006 W23 NTS · 1/2003 · MRS · TRB

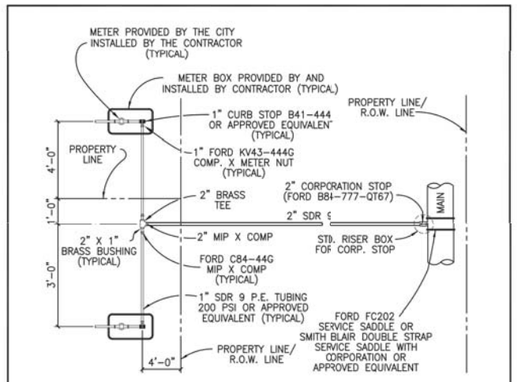


NOTES:

1. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9. CLASS 200, SDR TUBING SHALL HAVE STAINLESS STEEL STIFFENERS.
2. ANGLE STOP SHALL BE 1" MINIMUM.
3. 1" ANGLE STOPS WITH 3/4" VALVES SHALL NOT BE PERMITTED.
4. MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN 4 METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
5. ANGLE STOPS 1 1/2" AND 2" IN SIZE SHALL BE PROVIDED WITH BOTH A LOCKING CAP AND METER FLANGE.
6. ANGLE STOPS SHALL BE INSTALLED 8" BELOW FINISHED GRADE AND MARKED WITH A 2" X 2" X 48" TREATED WOOD STAKE, PAINTED BLUE.
7. BEDDING MATERIAL AS PER CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS.
8. CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS SEE DETAIL W-03 NOTE #7.
9. ANY VARIATIONS ON FITTINGS MUST BE APPROVED BY THE CITY ENGINEER.
10. ALL SERVICE LINES SHALL BE PLACED 90° PERPENDICULAR TO THE ROADWAY.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **SINGLE WATER SERVICE PLAN**	ADOPTED 01/23/2013 W04 NTS · 1/2013 · – · MH



NOTES:

1. AUTHORIZED SERVICE LINE MATERIAL: POLYETHYLENE TUBING SHALL BE SDR-9. CLASS 200, SDR TUBING SHALL HAVE STAINLESS STEEL STIFFENERS.
2. ANGLE STOP SHALL BE 1" MINIMUM.
3. 1" ANGLE STOPS WITH 3/4" VALVES SHALL NOT BE PERMITTED.
4. MULTIPLE SERVICE/METER INSTALLATIONS OF MORE THAN 4 METERS PER SERVICE AND SERVICE LINES LARGER THAN 2" IN DIAMETER SHALL BE HANDLED ON AN INDIVIDUAL BASIS.
5. ANGLE STOPS 1 1/2" AND 2" IN SIZE SHALL BE PROVIDED WITH BOTH A LOCKING CAP AND METER FLANGE.
6. ANGLE STOPS SHALL BE INSTALLED 8" BELOW FINISHED GRADE AND MARKED WITH A 2" X 2" X 48" TREATED WOOD STAKE, PAINTED BLUE.
7. BEDDING MATERIAL AS PER CITY OF GEORGETOWN CONSTRUCTION SPECIFICATIONS.
8. CASING REQUIREMENTS FOR SERVICE LINES CROSSING ROADWAYS SEE DETAIL W-03 NOTE #7.
9. ANY VARIATIONS ON FITTINGS MUST BE APPROVED BY THE CITY ENGINEER.
10. ALL SERVICE LINES SHALL BE PLACED 90° PERPENDICULAR TO THE ROADWAY.

The Architect/Engineer assumes responsibility for appropriate use of this standard.

GEORGETOWN TEXAS	CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS **DOUBLE WATER SERVICE PLAN**	ADOPTED 01/23/2013 W05 NTS · 1/2013 · – · MH

REV. NO.	REVISION DESCRIPTION	APPROVED BY:	DATE

CobbFendley
TBPE NO. 274 / TBPLS NO. 10046701
505 EAST HUNTLAND DRIVE, SUITE 485
AUSTIN, TEXAS 78752
512.834.9798 | FAX 512.834.9553
WWW.COBBFENDLEY.COM

STANDARD WATER UTILITY DETAILS - SHEET 3

COUNTY ROAD 258 18" WATER LINE IMPROVEMENTS
WILLIAMSON COUNTY, TEXAS

WILLIAMSON COUNTY 1848

PROJ. NO. 1403-088-01
DESIGN: R.RODRIGUEZ
DRAWN: R.RODRIGUEZ
CHECK: T. McCOY
APPR: T. McCOY
DATE: MARCH 15, 2016

STATE OF TEXAS
JULIE D. HASTINGS
88199
LICENSED PROFESSIONAL ENGINEER
Julie Hastings
03/15/2016

SHEET
U-503
28 of 28

Dwg Info: g:\CFA\2014\0308801_williamson_county_2013_road_bond\MUN\22 cr 258\DESIGN\C-501-DETL-COGT.dwg – Tab: DETL-03 – Plotted: 3/15/2016 7:58 PM By: KRISTEN VAN HOOSIER

Attachment B

County's Schedule of Work and Estimated Date of Completion

Estimated Start Date: **In PS&E**

Estimated Completion Date: **In PS&E**

Attachment C

Proof of Property Interest

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
n that process is complete and payment notification is received, you will be returned to this site to re

e item from the basket, click the associated 'Remove' button.
from the basket, click 'Empty Basket' below.

e Added	Reference #	Document Description	# Pages	Fee
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1/08/2016 08:14 AM	2009017114	Image Access (Unofficial Copy): 2009017114	2	$0.00
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1/08/2016 08:13 AM	2009017113	Image Access (Unofficial Copy): 2009017113	2	$0.00
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1/08/2016 08:11 AM	2005006010	Image Access (Unofficial Copy): 2005006010	2	$0.00
1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

ESMT 2006010427
2 PGS

UTILITY EASEMENT

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

THAT Sandra Anderson, of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being out of that certain tract or parcel of land out of the B. Manlove Survey, Abstract No. 417, situated in Williamson County, Texas, being a portion of that 7.35 acre tract of land conveyed to Sandra Anderson as described in Document No. 199946139 of the Official Records of Williamson County, Texas.

Easement and right-of-way herein shall be a strip of fifteen (15') feet in width in and along the entire length of the Grantors property line and the new right-of-way of County Road 258 in Williamson County, for the length of the power line as the power line is built on the Grantors property.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives

UNOFFICIAL DOCUMENT

(NOTARIZE ON THE NEXT PAGE)

THE STATE OF TEXAS
COUNTY OF BURNET

BEFORE ME, the undersigned authority, on this day personally appeared Sandra J Anderson,
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8 day of December, 2004.

Charles Dirk Field
Notary Public in and for
The State of Texas

CHARLES DIRK FIELD
Notary Public, State of Texas
My Commission Expires
APRIL 8, 2005

THE STATE OF TEXAS
COUNTY OF BURNET

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 he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2004.

_____
Notary Public in and for
The State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
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1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

ESMT 2005006010
2 PGS

UTILITY EASEMENT

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

THAT Omer Galle, of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances, over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being out of that certain tract or parcel of land out of the B. Manlove Survey, Abstract No. 417, situated in Williamson County, Texas, being a portion of that 1.35 acre tract and a 9.4 acre tract of land conveyed to Omer Galle as described in Volume 640, Page 46, of the Official Records of Williamson County, Texas.

Easement and right-of-way herein shall be a strip of ten (10') feet in width in and along the entire length of the Grantors property line and the new right-of-way of County Road 258 in Williamson County, for the length of the power line as the power line is built on the Grantors property.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives

(NOTARIZE ON THE NEXT PAGE)

THE STATE OF TEXAS
COUNTY OF ~~BURNET~~ Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19 day of January, 2005.

Debra Ann Mitchell
Notary Public in and for
The State of Texas

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

THE STATE OF TEXAS
COUNTY OF ~~BURNET~~ TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of January, ~~2004~~ 2005.

Christopher A. Rugger
Notary Public in and for
The State of Texas

CHRISTOPHER A. RUGGERI
Notary Public, State of Texas
Notary Without Bond
My Commission Expires
June 05, 2008

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2005006010

Step 2
Enter Payment

Step 3
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1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

ESMT 2009017115
2 PGS

Lot #48184

UTILITY EASEMENT

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

THAT **Charles A. Feduccia and wife, Janna L. Feduccia**, (Grantor), for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being Lot 1, of Feduccia Subdivision, a Subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slides 179-180, of the Plat Records in Williamson County, Texas.

Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being ten (10') feet along and parallel to Grantor's east property line for the entire length of said Grantor property line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

UNOFFICIAL DOCUMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of Oct, 2008.

Joyce Henry
Notary Public in and for
The State of Texas

JOYCE HENRY
MY COMMISSION EXPIRES
May 10, 2011

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared CHARLES FEDUCCIA ATTORNEY IN FACT - JANNA L. FEDUCCIA
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 31 day of Oct, 2008.

Joyce Henry
Notary Public in and for
The State of Texas

JOYCE HENRY
MY COMMISSION EXPIRES
May 10, 2011

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Nancy E. Rister

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Step 3
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1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

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UTILITY EASEMENT

ESMT 3 PGS 2012015325

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

THAT Chris Harris and Sarah Harris, (Grantors) of Williamson County, Texas, for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric metering point consisting of a distribution meter loop and underground service wire on an existing pole, and all necessary or desirable appurtenances over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Lot 1, Fedducia Subdivision, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in cabinet EE, slides 179-180, plat records, Williamson County, Texas.

Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being five (5') feet on each side of the centerline from the existing pole due east to the property line for the construction and installation of the said distribution meter loop and underground service wire on the Grantors property. (See attached "Exhibit A")

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to relocate said facilities in the same relative position to any adjacent road if and such road is widened in the future; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

UNOFFICIAL DOCUMENT

Sarah Harris
SARAH HARRIS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Sarah Harris,
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of FEB, 2012

Notary Public in and for
The State of Texas

CELIA RUBIO NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-7-2015

CHRIS HARRIS

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared Chris Harris,
Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of FEB, 2012

Notary Public in and for
The State of Texas

CELIA RUBIO NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-7-2015

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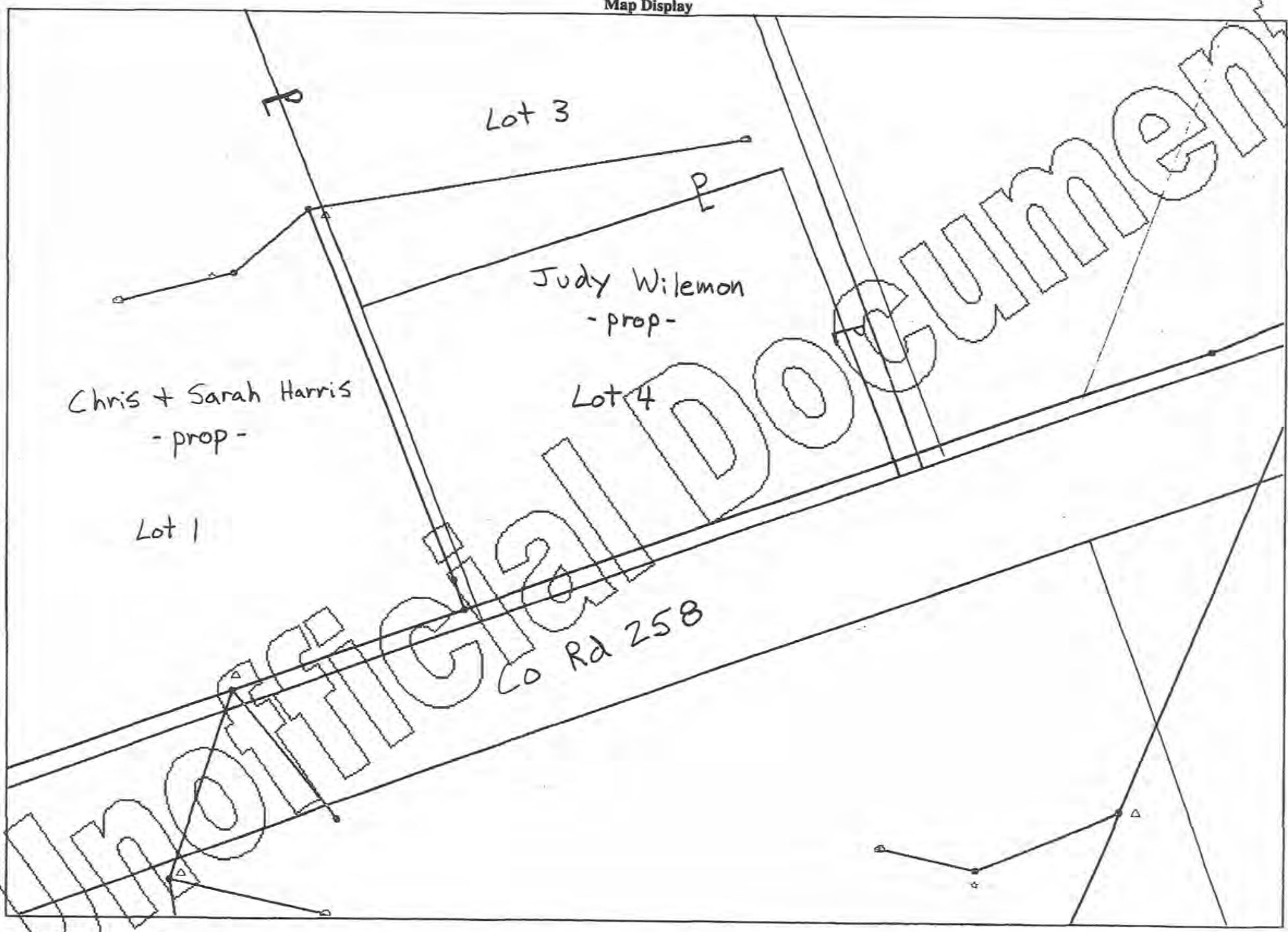
"Exhibit A"

CMH 1000 2420

Map Display



P - Denotes property line

- Denotes easement area

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2012015325

Nancy E. Rister

03/02/2012 01:52 PM

CPHELPS $24.00

NANCY E. RISTER, COUNTY CLERK

WILLIAMSON COUNTY, TEXAS

Unofficial Document

(1) Pedernales Electric Corp
Pop Warner
PO Box 2048
Liberty Hill Tx 78642

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
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ESMT 2009017113
2 PGS

UNOFFICIAL DOCUMENT

UTILITY EASEMENT

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

THAT **Judy E. Wilemon**, (Grantor), for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being Lot 4, of Feduccia Subdivision, a Subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slides 179-180, of the Plat Records in Williamson County, Texas, Said property being more particularly described in instrument (Deed) recorded in Document No. 2008023314, in the Official Property Records of Williamson County, Texas.

Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being ten (10') feet along and parallel to Grantor's west property line for the entire length of said Grantor property line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against

UNOFFICIAL DOCUMENT

WO# 4187

THE STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME, the undersigned authority, on this day personally appeared Judy E. Wilemon, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of Oct., 2008.

Notary Public in and for
The State of Texas

SABRIELA HERRERA
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-04-11

THE STATE OF TEXAS
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 he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2008.

Notary Public in and for
The State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009017113
Nancy E. Rister
03/18/2009 10:23 AM
SURRATT $20.00
NANCY E. RISTER, COUNTY CLERK

UNOFFICIAL DOCUMENT

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
n that process is complete and payment notification is received, you will be returned to this site to re

e item from the basket, click the associated 'Remove' button.
from the basket, click 'Empty Basket' below.

e Added	Reference #	Document Description	# Pages	Fee
1/08/2016 08:19 AM	2001008866	Image Access (Unofficial Copy): 2001008866	7	$0.00
1/08/2016 08:18 AM	2001084722	Image Access (Unofficial Copy): 2001084722	5	$0.00
1/08/2016 08:16 AM	2000073946	Image Access (Unofficial Copy): 2000073946	30	$0.00
1/08/2016 08:14 AM	2009017114	Image Access (Unofficial Copy): 2009017114	2	$0.00
1/08/2016 08:14 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:13 AM	2009017113	Image Access (Unofficial Copy): 2009017113	2	$0.00
1/08/2016 08:12 AM	2012015325	Image Access (Unofficial Copy): 2012015325	4	$0.00
1/08/2016 08:11 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:11 AM	2005006010	Image Access (Unofficial Copy): 2005006010	2	$0.00
1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

ESMT 2 PGS 2009017114

LOT 4 #184

UNOFFICIAL DOCUMENT

UTILITY EASEMENT

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

THAT **Christopher L. Garvie and wife, Shirley Garvie**, (Grantor), for and in consideration of ONE DOLLAR ($1.00) to me (us) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC., of Johnson City, Texas, has (have) granted, sold, and conveyed and by these presents does (do) grant, sell, and convey unto Pedernales Electric Cooperative, Inc., an easement and right-of-way as hereinafter described for an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone wire, props and guys), over, across and upon the following described lands located in Williamson County, Texas, to-wit:

Being Lot 3, of Feduccia Subdivision, a Subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet EE, Slides 179-180, of the Plat Records in Williamson County, Texas, Said property being more particularly described in instrument (Deed) recorded in Document No. 2008046345, in the Official Property Records of Williamson County, Texas.

Easement and right-of-way herein shall be a strip of land ten (10') feet in width that being ten (10') feet along and parallel to Grantor's west property line for the entire length of said Grantor property line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, pulling new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc., their successors and assigns, against

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, the undersigned authority, on this day personally appeared CHRISTOPHER L GARVIE, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, 2008.

MARY BETH UNRUH
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-27-10

Notary Public in and for
The State of Texas

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of October, 2008.

MARY BETH UNRUH
Notary Public
STATE OF TEXAS
My Comm. Exp. 12-27-10

Notary Public in and for
The State of Texas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009017114
Nancy E. Rister

UNOFFICIAL DOCUMENT

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
n that process is complete and payment notification is received, you will be returned to this site to re

e item from the basket, click the associated 'Remove' button.
from the basket, click 'Empty Basket' below.

e Added	Reference #	Document Description	# Pages	Fee
1/08/2016 08:19 AM	2001008866	Image Access (Unofficial Copy): 2001008866	7	$0.00
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1/08/2016 08:16 AM	2000073946	Image Access (Unofficial Copy): 2000073946	30	$0.00
1/08/2016 08:14 AM	2009017114	Image Access (Unofficial Copy): 2009017114	2	$0.00
1/08/2016 08:14 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:13 AM	2009017113	Image Access (Unofficial Copy): 2009017113	2	$0.00
1/08/2016 08:12 AM	2012015325	Image Access (Unofficial Copy): 2012015325	4	$0.00
1/08/2016 08:11 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:11 AM	2005006010	Image Access (Unofficial Copy): 2005006010	2	$0.00
1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

2000073946 30 pgs

ELECTRIC UTILITY EASEMENT

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

THAT Gerald J. Bauer ("Grantor," whether one or more), for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, (hereinafter called the "Cooperative"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Cooperative, a perpetual easement and right-of-way (the "Easement") for electric transmission, distribution, and/or communication lines *consisting of variable number and sizes of wires, and all necessary or desirable appurtenances including* towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, cable and fiber optic conductors, props and guys (the "Facilities") at or near the location and along the general course described herein across and upon the following described real property located in Williamson County, Texas, to-wit:

> 9 tracts of land containing 0.0548 acre, 0.0517 acre, 0.0791 acre, 0.0839 acre, 0.0709 acre, 0.1023 acre, 0.1499 acre, 0.1898 acre and 0.1455 acre, more or less, more particularly described in the attached Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I, which includes field note description and plat, incorporated herein for all purposes.

Together with the right of ingress and egress over the adjoining property owned by Grantor to or from the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, and removing the Facilities; the right to use such portion of the adjoining property owned by Grantor along and adjacent to the Easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the Facilities; the right to place new, different, larger or additional wire, wires, cable, or fiber option conductors, and to change the sizes thereof; the right to relocate or reconstruct with the same or different type structures and equipment as the structures and *equipment originally constructed; the right to remove from the Easement and any adjoining property* owned by Grantor all trees and parts thereof, improvements or other obstructions, which endanger, or may interfere with, the efficiency of the Facilities; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing the Facilities.

It is hereby expressly understood by Grantor, and Grantor hereby covenants, that Grantor will not construct, locate, or cause to be constructed or located, any building or habitable structure within the easement and right-of-way described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H and Exhibit I, attached hereto. The terms "building" and "habitable structure" shall include, but are not limited to, any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds. It is further expressly understood by Grantor, and Grantor further covenants, that Grantor will not construct, locate, or cause to be constructed or located any addition or improvement to any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds, which are located in the vicinity of the easement described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H and Exhibit I, in such a way that the addition or improvement will be located, either in whole or in part, within the easement described in Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Cooperative, its successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and assigns, TO WARRANT AND FOREVER DEFEND all and singular the Easement and rights appurtenant unto the Cooperative, its successors and assigns, against every appurtenant unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor warrants that Grantor is the fee simple record owner of the real property described above, that such real property is not subject to any liens or mortgages, that such real property is not encumbered by any restrictions, easements, covenants, leases or other rights which are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this instrument.

It is understood and agreed that the consideration herein paid includes payment of all construction damages.

WITNESS this 13 day of July, 2000.

GRANTOR:

Gerald J. Bauer

Gerald J. Bauer

ACKNOWLEDGMENT

THE STATE OF ~~TEXAS~~ Mn.

§
§
§

COUNTY OF Anoka

This instrument was acknowledged before me on July 13, 2000, by Gerald J. Bauer, GRANTOR.

KELLY A. GROVER
Notary Public
Minnesota
My Commission Expires Jan. 31, 2005

Kelly A. Grover

Notary Public, State of ~~Texas~~ Mn.

AFTER RECORDING, RETURN TO:

Ms. Tommie Engler - Dept 61
Pedernales Electric Cooperative
P. O. Box 1
Johnson City, Texas 78636

Unofficial Document

UNOFFICIAL DOCUMENT

EXHIBIT "A"

BEING 0.0548 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 5, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 5 BEING CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10219884.211, E = 3072632.100, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 5 and the south line of Lot 6 of said The Carrington Ranch Phase 1 and in the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 5 and Lot 6 bears, North 70°07'43" East (called North 72°00'00" East), a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 70°08' East a distance of 14.7 feet;

THENCE crossing said Lot 5 along the west line of said 15 foot wide easement the following two (2) courses:

1. South 21°10'41" East a distance of 41.96 feet to a 1/2 inch rebar w/plastic cap set for an angle corner;

2. South 20°44'30" East a distance of 156.81 feet to a 1/2 inch rebar w/plastic cap set in the south line of said Lot 5 and the north line of Lot 4 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 5 and Lot 4 of said The Carrington Ranch Phase 1 bears, North 66°23'52" East a distance of 15.02 feet and a 1/2 inch iron rod found bears, North 66°24' East a distance of 15.4 feet;

THENCE South 66°23'52" West (called South 68°17'22" West), along the south line of said Lot 5 and the north line of Lot 4, a distance of 11.82 feet to a 1/2 inch rebar w/plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 5 and Lot 4, bears, South 66°23'52" West (called South 68°17'22" West), a distance of 277.80 feet;

THENCE North 20°52'14" West crossing said Lot 5 with the west line of the herein described tract a distance of 199.54 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 5 and south line of said Lot 6 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of said Dillo Trail (50' right of way) for the common west corner of said Lot 5 and Lot 6 bears, South 70°07'43" West (called South 72°00'00" West), a distance of 190.16 feet;

THENCE North 70°07'43" East (called North 72°00'00" East), along the north line of said Lot 5 and the south line of Lot 6, a distance of 11.94 feet to the POINT OF BEGINNING

This parcel contains 0.0548 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September, 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference LCRA GPS monument #A624.

Tommy P. Watkins 11/12/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-003.doc
LCRA DWG File: T396001B-003.dwg
Job Number: 447-99012
Attachments: Survey Drawing L:\lcra\lndr-and\trct_60C.dwg
l:\lcra\lndr-and\fnotes\trct_60C.doc
30 September, 1999

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.: _____

EXHIBIT "A"
Page 3 of 3

50' 40' 30' 20' 10' 0' 25' 50'

GRAPHIC SCALE

LOT 6
LORI E. HUTCHIINSON et vir, RICKEY A. HUTCHINSON
Volume 2380, Page 761, O.R.W.C.

S70°08'W - Found 0.3'

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10219884.211
E=3072632.100

(S 72°00'00" W)
S 70°07'43" W 190.16'

L4 L1

S 21°10'41" E 41.68'

L5

LOT 19
WILD COUNTRY RANCH
CAB. J, SLIDE 108, P.R.W.C.
BRIAN A. BARNES, et al
Vol. 2519, Pg. 653, O.R.W.C.
25' B.L. & P.U.E. per plat (WCR)

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

30.0'

0.0548 Ac.

N 20°52'14" W 199.54'

S 20°44'30" E 156.81'

15' P.E. per plat

(S 18°51'51" E 156.07')
S 20°44'30" E 156.12'

TRIBAR
170.84 AC.
CORRECTION SUBSTITUTE TRUSTEE'S DEED
VOL. 2519, PG. 648, O.R.W.C.

GRID NORTH

DILLO TRAIL
(50' R-O-W)

LOT 5
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

L3 L2

S 66°23'52" W 277.80'
(S 66°17'22" W)

Found N66°24'E - 0.4'

Centerline of existing P.E.C. electric transmission line

12' Electric Easement to P.E.C.
Volume 518, Page 344, D.R.W.C.

LOT 4
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

B. MANLOVE SURVEY
AB. NO. 417

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N70°07'43"E	15.00'
L2	N66°23'52"E	15.02'
L3	S66°23'52"W	11.82'
L4	N70°07'43"E	11.94'
L5	S21°10'41"E	41.96'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
O	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS

Not to Scale

UNOFFICIAL COPY

EXHIBIT "B"

BEING 0.0517 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 7, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DEED FILED IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10220261.032, E = 3072486.106, NAD 83/Texas Central Zone, Grid Value) in the north line of Lot 7 and the south line of Lot 8 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a 1/2 inch iron rebar found for the common east corner of Lot 7 and Lot 8 bears, North 70°03'19"E (called North 72°00'00" East) a distance of 15.00;

THENCE crossing said called Lot 7 along the west line of said 15.00 foot wide easement the following two (2) courses:

1. South 21°09'36" East, a distance of 0.32 feet to a calculated point;

2. South 21°10'41" East, a distance of 201.80 feet to a 1/2 inch iron rebar with plastic cap set in the south line of said Lot 7 and the north line of Lot 6 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 7 and Lot 6 bears, North 70°04'52" East (called North 72°00'00" East) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 70°05' East a distance of 14.7 feet;

THENCE South 70°04'52" West (called South 72°00'00" West) along the south line of said Lot 7 and the north line of said Lot 6 a distance of 10.85 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of Lot 7 and Lot 6 bears, South 70°04'52" West (called South 72°00'00" West) a distance of 186.53 feet;

THENCE crossing said Lot 7 with the west line of the herein described tract the following two courses:

1. North 20°52'14" West, a distance of 121.16 feet to a 1/2 inch iron rebar with plastic cap set for an angle point;

2. North 23°50'01" West, a distance of 81.11 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 7 and the south line of said Lot 8 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 7 and Lot 8 bears, South 70°03'19" West (called South 72°00'00" West) for a distance of 203.25 feet;

This parcel contains 0.0517 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

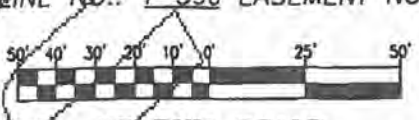
11/19/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-011.doc
LCRA DWG File: T396001B-011.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\lndr-and\447016\trct_57.dwg
l:\lcra\lndr-and\fnotes\trct_57.doc
Created on 11/02/1999 1:14 PM

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.:



GRAPHIC SCALE

B. MANLOVE SURVEY
AB. NO. 417

LOT 8
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

4.9 AC.
DAVID & ROBIN PATRICK
LOT 18
WILD COUNTRY RANCH

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10220261.032
E=3072486.106

GRID NORTH

(N 72°00'00" E)
N 70°03'19" E 203.25'

L1 L3 L5

N 23°50'01" W 81.11'

25' B.L. & P.U.E.

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

30.0'

25' B.L. & P.U.E. per plat

(S 21°12'35" E 202.10')
S 21°10'41" E 202.13'

S 21°10'41" E 201.80'

0.0517 Ac.

DILLO TRAIL
(50' R-O-W)

LOT 7
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

N 20°52'14" W 121.16'

15' P.E. per plat

30.0'

12' Electric Easement to P.E.C.
Volume 518, Page 344, D.R.W.C.

5.04 AC.
BRIAN A. BARNES
LOT 19
WILD COUNTRY RANCH

N 70°04'52" E 186.53'
(N 72°00'00" E)

L2 L4

Found
S70°05'W - 0.3'

LOT 6
LORI E. HUTCHINSON &
RICKEY A. HUTCHINSON
Volume 2380, Page 761 O.R.W.C.

Centerline of existing P.E.C. electric transmission line

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N70°03'19"E	13.96'
L2	S70°04'52"W	10.85'
L3	N70°03'19"E	15.00'
L4	N70°04'52"E	15.00'
L5	S21°09'36"E	0.32'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
O	1/2" IRON REBAR W/PLASTIC CAP SET
▲	CALCULATED CORNER
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
R-O-W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY

EXHIBIT "C"

BEING 0.0791 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 8, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 120 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10220437.993, E = 3072417.712, NAD 83/Texas Central Zone, Grid Value) in the north line of Lot 8 and the south line of Lot 9 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of Lot 8 and Lot 9 bears, North 58°14'59" East (called North 60°00'00" East) a distance of 15.26 and a 1/2 inch iron rebar found bears, North 58°15' East a distance of 16.2 feet

THENCE South 21°07'52" East, crossing said called Lot 8 along the west line of said 15.00 foot wide easement a distance of 189.75 feet to a 1/2 inch iron rebar with plastic cap set in the south line of said Lot 8 and the north line of Lot 7 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a 1/2 inch iron rebar found for the common east corner of said Lot 8 and Lot 7 bears, North 70°03'19" East (called North 72°00'00" East) a distance of 15.00 feet;

THENCE South 70°03'19" West (called South 72°00'00" West) along the south line of said Lot 8 and the north line of said Lot 7 a distance of 13.96 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 8 and Lot 7 bears, South 70°03'19" West (called South 72°00'00" West) a distance of 203.25 feet;

THENCE North 23°50'01" West, crossing said Lot 8 with the west line of the herein described tract a distance of 185.41 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 8 and the south line of said Lot 9 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 8 and Lot 9 bears, South 58°14'59" West (called South 60°00'00" West) for a distance of 269.84 feet;

THENCE North 58°14'59" East, along the north line of said Lot 8 and the south line of said Lot 9 a distance of 23.09 feet to the POINT OF BEGINNING.

This parcel contains 0.0791 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

11/19/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-012.doc
LCRA DWG File: T396001B-012.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\lndr-and\447016\trct_56R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_56R3.DOC
Created on 7/6/2000 10:25 AM

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.: _____

EXHIBIT "C"
Page 3 of 3

50' 40' 30' 20' 10' 0' 25' 50'
GRAPHIC SCALE

B. MANLOVE SURVEY
AB. NO. 417

GRID NORTH

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10220437.993
E=3072417.712

Found
N58°15'E - 0.9'

LOT 9
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

L1
L3

(S 60°00'00" W)
S 58°14'59" W 269.84'

30.0'

25' B.L. & P.U.E.

S 21°07'52" E 189.75'
N 23°50'01" W 185.41'

15' P.E. per plat

(S 19°15'03" E)
S 21°07'52" E 192.87'

LOT 18
WILD COUNTRY RANCH
CAB. J, SLIDE 108, P.R.W.C.
DAVID PATRICK AND WIFE, ROBIN PATRICK
Volume 1034, Page 186 O.R.W.C.

LOT 8
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

0.0791 Ac.

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

DILLO TRAIL
(50' R-O-W)

25' B.L. & P.U.E.

L2
L4

S 70°03'19" W 203.25'
(S 72°00'00" W)

25' B.L. & P.U.E.

Centerline of existing P.E.C. electric transmission line

12' Electric Easement to P.E.C.
Volume 518, Page 344, D.R.W.C.

LOT 18
WILD COUNTRY RANCH
CAB. J, SLIDE 108, P.R.W.C.
BRIAN A. BARNES et al
(Corporate Dissolution)
(Volume 2519, Page 653 O.R.W.C.

LOT 7
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N58°14'59"E	23.09'
L2	S70°03'19"W	13.96'
L3	N58°14'59"E	15.26'
L4	S70°03'19"W	15.00'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS
4540

DRAFT

EXHIBIT "D"

BEING 0.0839 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 9, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 410 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10220569.639, E = 3072366.832, NAD 83/Texas Central Zone, Grid Value) in the north line of Lot 9 and the south line of Lot 10 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of Lot 9 and Lot 10 bears, North 56°13'13" East (called North 58°00'00" East) a distance of 15.37 and a 1/2 inch iron rebar found bears, North 56°13' East a distance of 16.6 feet;

THENCE South 21°07'52" East, crossing said called Lot 9 along the west line of said 15.00 foot wide easement a distance of 141.16 feet to a 1/2 inch iron rebar with plastic cap set in the south line of said Lot 9 and the north line of Lot 8 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 9 and Lot 8 bears, North 58°14'59" East (called North 60°00'00" East) a distance of 15.26 feet and a 1/2" rebar found bears, North 58°15' East a distance of 16.2 feet;

THENCE South 58°14'59" West (called South 60°00'00" West), along the south line of said Lot 9 and the north line of said Lot 8 a distance of 23.09 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 9 and Lot 8 bears, South 58°14'59" West (called South 60°00'00" West) a distance of 269.88 feet;

THENCE North 23°50'01" West, crossing said Lot 9 with the west line of the herein described tract a distance of 139.00 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 9 and the south line of said Lot 10 for the northwest corner of the herein described tract, from which a calculated point in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 9 and Lot 10 bears, South 56°13'13" West (called South 58°00'00" West) for a distance of 320.34 feet;

THENCE North 56°13'13" East, along the north line of said Lot 9 and the south line of said Lot 10 a distance of 29.98 feet to the POINT OF BEGINNING.

This parcel contains 0.0839 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

11/22/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

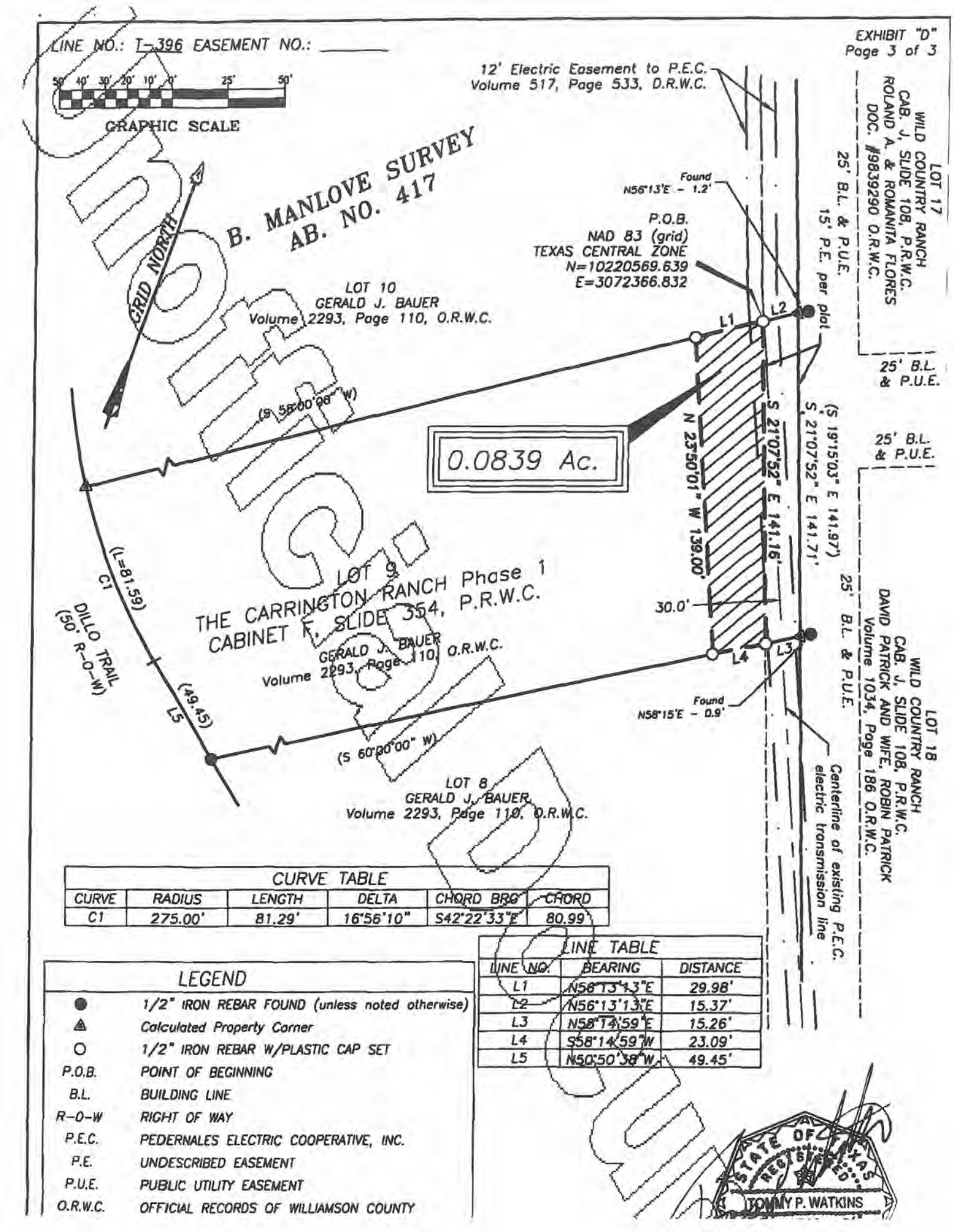
LCRA WP File: T396001B-013.doc
LCRA DWG File: T396001B-013.dwg
Job Number: 477-990016
Attachments: Survey Drawing L:\lcra\lndr-and\447016\trct_54R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_54R3.DOC
Created on 7/6/2000 10:34 AM

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.: _____

50' 40' 30' 20' 10' 0' 25' 50'

GRAPHIC SCALE



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	275.00'	81.29'	16°56'10"	S42°22'33"E	80.99'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N56°13'13"E	29.98'
L2	N56°13'13"E	15.37'
L3	N58°14'59"E	15.26'
L4	S58°14'59"W	23.09'
L5	N50°50'38"W	49.45'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS

EXHIBIT "E"

BEING 0.0709 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 10, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 10 BEING CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10220662.188, E = 3072331.062, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 10 and the south line of Lot 11 of said The Carrington Ranch Phase 1 and in the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 10 and Lot 11 bears, North 68°56'01" East (called North 71°00'00" East), a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 68°56' East a distance of 16.6 feet;

THENCE South 21°07'52" East, crossing said Lot 10 along the west line of said 15 foot wide easement a distance of 99.23 feet to a 1/2 inch rebar w/plastic cap set in the south line of said Lot 10 and the north line of Lot 9 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 10 and Lot 9 of said The Carrington Ranch Phase 1 bears, North 56°13'13" East a distance of 15.37 feet and a 1/2 inch iron rod found bears, North 56°13' East a distance of 16.6 feet;

THENCE South 56°13'13" West (called South 60°00'00" West), along the south line of said Lot 10 and the north line of Lot 9, a distance of 29.98 feet to a 1/2 inch rebar w/plastic cap set for the southwest corner of the herein described tract, from which a calculated point in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 10 and Lot 9, bears, South 56°13'13" West (called South 60°00'00" West), a distance of 320.33 feet;

THENCE crossing said Lot 10 with the west line of the herein described tract the following two (2) courses:

1. North 23°50'01" West a distance of 20.14 feet to a 1/2 inch iron rebar with plastic cap set;

2. North 21°06'49" West a distance of 85.71 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 10 and south line of said Lot 11 for the northwest corner of the herein described tract, from which a calculated point in the east right of way line of said Dillo Trail (50' right of way) for the common west corner of said Lot 10 and Lot 11 bears, South 68°56'01" West (called South 71°00'00" West), a distance of 292.90 feet;

THENCE North 68°56'01" East (called North 71°00'00" East), along the north line of said Lot 10 and the south line of Lot 11, a distance of 30.17 feet to the POINT OF BEGINNING.

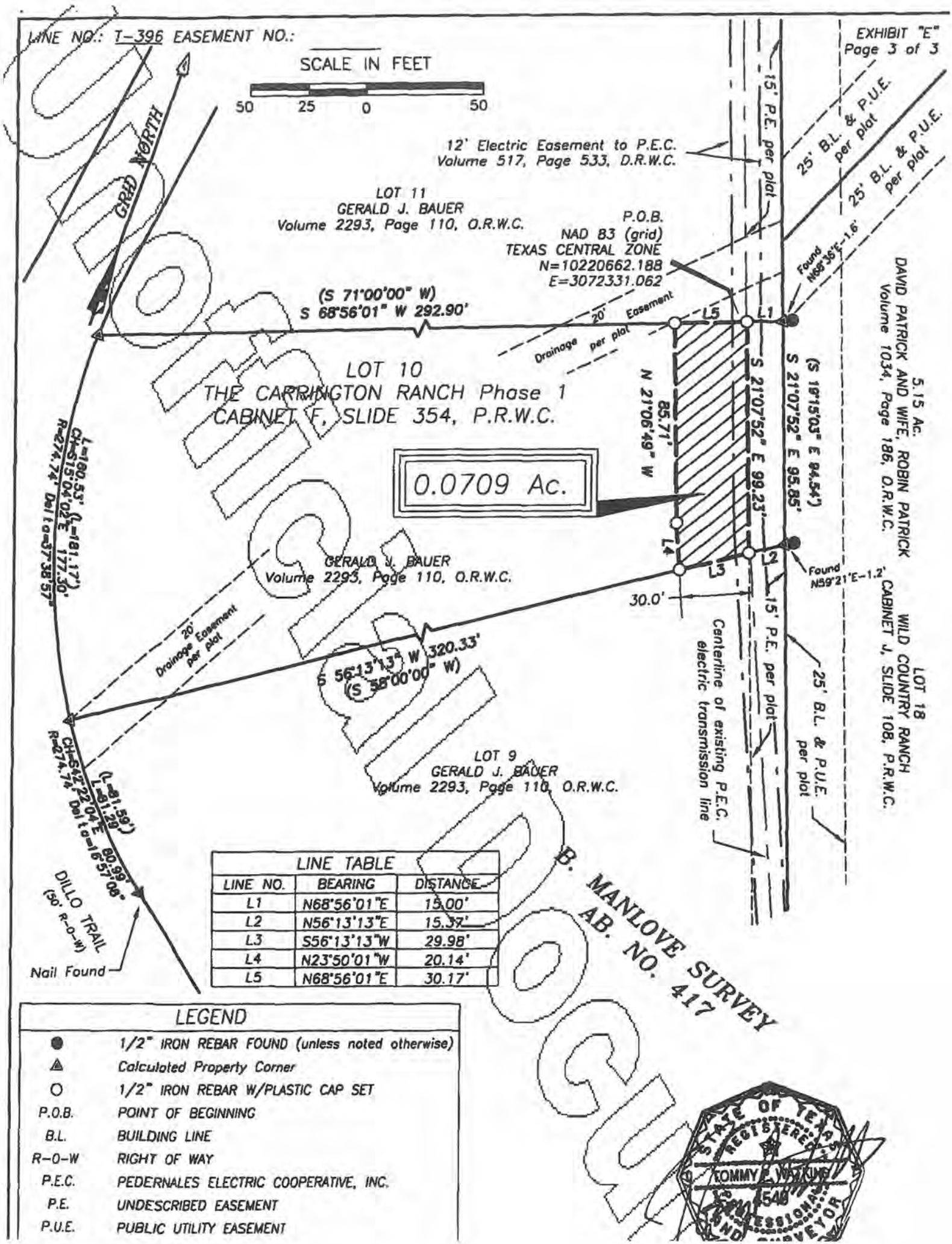
This parcel contains 0.0709 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September, 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference LCRA GPS monument # A624.

11/19/1999

Tommy P. Watkins — Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-014.doc
LCRA DWG File: T396001B-014.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\lndr-and\trct_53R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_53R3.DOC
Created on 7/6/2000 10:41 AM

Unofficial Document



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N68°56'01"E	15.00'
L2	N56°13'13"E	15.37'
L3	S56°13'13"W	29.98'
L4	N23°50'01"W	20.14'
L5	N68°56'01"E	30.17'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

UNOFFICIAL DOCUMENT

EXHIBIT "F"

BEING 0.1023 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 11, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 11 BEING CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10220799.998, E = 3072277.800, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 11 and the south line of Lot 12 of said The Carrington Ranch Phase 1 and in the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 11 and Lot 12 bears, North 68°58'42" East (called North 71°00'00" East), a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 68°59' East a distance of 16.6 feet;

THENCE South 21°07'52" East, crossing said Lot 11 along the west line of said 15 foot wide easement a distance of 147.77 feet to a 1/2 inch rebar with plastic cap set in the south line of said Lot 11 and the north line of Lot 10 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 11 and Lot 10 of said The Carrington Ranch Phase 1 bears, North 68°56'01" East (called North 71°00'00" West) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 68°56' East a distance of 16.6 feet;

THENCE South 68°56'01" West (called South 71°00'00" West), along the south line of said Lot 11 and the north line of Lot 10, a distance of 30.17 feet to a 1/2 inch rebar with plastic cap set for the southwest corner of the herein described tract, from which a calculated point in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 11 and Lot 10 bears, South 68°56'01" West (called South 71°00'00" West), a distance of 292.90 feet;

THENCE North 21°06'49" West crossing said Lot 11 with the west line of the herein described tract a distance of 147.79 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 11 and the south line of said Lot 12 for the northwest corner of the herein described tract and from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common northwest corner of said Lot 11 and Lot 12 bears, South 68°58'42" West (called South 71°0'00" West) a distance of 210.52 feet;

THENCE North 68°58'42" East (called North 71°00'00" East) along the north line of said Lot 11 and the south line of said Lot 12, a distance of 30.13 feet to the POINT OF BEGINNING.

This parcel contains 0.1023 of one acre of land, more or less. Description prepared from an on-the-ground survey made during October, 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference LCRA GPS monument # A624.

11/19/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-015.doc
LCRA DWG File: T396001B-015.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\ndr-and\447-99016\trct_51R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_51R3.DOC
Created on 07/05/2000

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.:

SCALE IN FEET

50 25 0 50

B. MANLOVE SURVEY
AB. NO. 417

GRID NORTH

DILLO TRAIL
(50' R-O-W)

(N 10°30'00"E 146.71')
N 8°31'48" E 146.51'

(N 10°30'00"E 90.00')
N 08°31'48" E 95.75'

LOT 12
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10220799.998
E=3072277.800

15' P.E. per plat

(S 71°00'00"W)
S 68°58'42" W 210.52'

L1 L2

6.0'

30.0'

LOT 11
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

0.1023 Ac.

N 21°06'49" W 147.79'

S 21°07'52" E 147.77'

(S 21°07'52" E)
S 21°07'52" E

1.6' N 68°59' E

25' B.L. & P.U.E.

5.14 AC. - LOT 16
WILD COUNTRY RANCH
CABINET J, SLIDE 108, P.R.W.C.
JOHN MARK WILEY & DEBRA Y. WILEY
VOLUME 937, PAGE 891 D.R.W.C.

20' D.E.
(per plat)

(L=22.81')
C1

6.0'

L4 L3

S 68°56'01" W 292.90'
(S 71°00'00"W)

1.6' N 68°56' E

LOT 10
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

Centerline of existing P.E.C.
electric transmission line

12' Electric Easement
Volume 517, Page 533, D.R.W.C.

5.16 AC. - LOT 17
WILD COUNTRY RANCH
CAB. J, SL. 108, P.R.W.C.
ROLAND A. & ROMANITA FLORES
DOCUMENT #9839290 O.R.W.C.

15' P.E. per plat

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG	CHORD
C1	275.00'	23.17'	04°49'41"	S06°08'57"W	23.17'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N68°58'42"E	30.13'
L2	N68°58'42"E	15.00'
L3	N68°56'01"E	15.00'
L4	S68°56'01"W	30.17'

LEGEND

●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY

NOT FOR CONSTRUCTION

STATE OF TEXAS
REGISTERED

UNOFFICIAL DOCUMENT

EXHIBIT "G"

BEING 0.1499 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 12, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 410 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10221002.353, E = 3072199.591, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 12, the south line of Lot 13 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of Lot 12 and Lot 13 bears, North 69°00'47" East (called North 71°00'00" East) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 69°01' East a distance of 15.8 feet;

THENCE South 21°07'52" East, crossing said called Lot 12 along the west line of said 15.00 foot wide easement a distance of 216.98 feet to a 1/2 inch iron rebar with plastic cap set in the south line of said Lot 12 and the north line of Lot 11 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 12 and Lot 11 bears, North 68°58'42" East (called North 71°00'00" East) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 68°59' East a distance of 16.6 feet;

THENCE South 68°58'42" West (called South 71°00'00" West), along the south line of said Lot 12 and the north line of said Lot 11 a distance of 30.13 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 12 and Lot 11 bears, South 68°58'42" West (called South 71°00'00" West) a distance of 210.52 feet;

THENCE North 21°06'49" West, crossing said Lot 12 with the west line of the herein described tract a distance of 217.00 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 12 and the south line of said Lot 13 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 12 and Lot 11 bears, South 69°00'47" West (called South 71°00'00" West) a distance of 123.89 feet;

THENCE North 69°00'47" East, along the north line of said Lot 12 and the south line of said Lot 13 a distance of 30.06 feet to the POINT OF BEGINNING.

This parcel contains 0.1499 of one acre of land, more or less. Description prepared from an on-the-ground survey made during October 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

11/19/1999

Tommy P. Watkins — Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-016.doc
LCRA DWG File: T396001B-016.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\lndr-and\447016\trct_50R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_50R3.DOC
Created on 07/05/2000

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.:

SCALE IN FEET

50 25 0 50

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N69°00'47"E	30.06'
L2	N69°00'47"E	15.00'
L3	N68°58'42"E	15.00'
L4	S68°58'42"W	30.13'

B. MANLOVE SURVEY
AB. NO. 417

LOT 13
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10221002.353
E=3072199.591

15' P.E. per plat

25' B.L. & P.U.E.

(S 71°00'00" W)
S 69°00'47" W 123.89'

L1 L2

0.8'
N 69°01' E

GRID NORTH

0.1499 Ac.

DILLO TRAIL
(50' R-O-W)

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

N 21°06'49" W 217.00'

S 21°07'52" E 216.98'

(S 19°15'03" E 217.00')
S 21°07'52" E 376.75'

5.14 AC. - LOT 16
WILD COUNTRY RANCH
CABINET J, SLIDE 108, P.R.W.C.
JOHN MARK WILEY & DEBRA Y. WILEY
VOLUME 937, PAGE 891 D.R.W.C.

LOT 12
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

N 08°31'48" E 95.81'

30.0'

S 68°58'42" W 210.52'
(S 71°00'00" W)

L4 L3

1.6'
N 68°59' E

Centerline of existing P.E.C.
electric transmission line
12' Electric Easement to P.E.C.
Volume 517, Page 533, O.R.W.C.

LOT 11
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
TOMM
PROFESSIONAL

Pending Public Review

EXHIBIT "H"

BEING 0.1898 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 13, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10221267.526, E = 3072097.104, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 13, the south line of Lot 14 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of Lot 13 and Lot 14 bears, North 38°00'24" East (called North 40°00'00" East) a distance of 17.47 feet and a 1/2 inch iron rebar found bears, North 38°00' East a distance of 17.4 feet;

THENCE South 21°07'52" East, crossing said called Lot 13 along the west line of said 15.00 foot wide easement a distance of 284.33 feet to a 1/2 inch iron rebar with plastic cap set in the south line of said Lot 13 and the north line of Lot 12 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 13 and Lot 12 bears, North 68°59'54" East (called North 71°00'00" East) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 69°00' East a distance of 15.8 feet;

THENCE South 68°59'54" West (called South 71°00'00" West), along the south line of said Lot 13 and the north line of said Lot 12 a distance of 30.06 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 13 and Lot 12 bears, South 68°59'54" West (called South 71°00'00" West) a distance of 123.95 feet;

THENCE North 21°06'49" West, crossing said Lot 13 with the west line of the herein described tract a distance of 266.35 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 13 and the south line of said Lot 14 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 13 and Lot 14 bears, South 38°00'24" West (called South 40°00'00" West) a distance of 193.45 feet;

THENCE North 38°00'24" East, along the north line of said Lot 13 and the south line of said Lot 14 a distance of 34.93 feet to the POINT OF BEGINNING.

This parcel contains 0.1898 of one acre of land, more or less. Description prepared from an on-the-ground survey made during October 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

11/19/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

STATE OF TEXAS REGISTERED TOMMY PROFESSIONAL LAND SURVEYOR

LCRA WP File: T396001B-017.doc
LCRA DWG File: T396001B-017.dwg
Job Number: 447-99016
Attachments: Survey Drawing L:\lcra\lndr-and\447016\trct_49R3.dwg
L:\LCRA\LNDR-AND\447016\TRCT_49R3.DOC
Created on 07/05/2000 10:28 AM

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.:

50' 40' 30' 20' 10' 0' 25' 50'

GRAPHIC SCALE

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10221267.526
E=3072097.104

B. MANLOVE SURVEY
AB. NO. 417

GRID NORTH

LOT 14
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

(S 40°00'00" W)
S 38°00'24" W 193.45'

30.0'

L1

L3

Found
N38°00'E - 0.1'

S 21°07'52" E 293.33'

S 21°07'52" E 284.33'

N 21°06'49" W 266.35'

LOT 13
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

0.1898 Ac.

DILLO TRAIL
(50' R-O-W)

5.14 AC.
JOHN M. WILEY
LOT 16
WILD COUNTRY RANCH

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

15' P.E. per plat

25' B.L. & P.U.E. per plat

S 68°59'54" W 123.95'
(S 71°00'00" W)

L2

L4

Found
N69°00'E - 0.8'

LOT 12
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

12' Electric Easement to P.E.C.
Volume 517, Page 533, D.R.W.C.

Centerline of existing P.E.C. electric transmission line

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N38°00'24"E	34.93'
L2	S68°59'54"W	30.06'
L3	N38°00'24"E	17.47'
L4	N68°59'54"E	15.00'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
○	1/2" IRON REBAR W/PLASTIC CAP SET
▲	CALCULATED CORNER
P.O.B.	POINT OF BEGINNING
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
R-O-W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY

STATE OF TEXAS
REGISTERED
TOMMY P WATKINS

EXHIBIT "I"

BEING 0.1455 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 14, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO GERALD J. BAUER IN DOCUMENT RECORDED IN VOLUME 2293, PAGE 110 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10221267.526 E = 3072097.104, NAD 83/Texas Central Zone, Grid Value) in the northwest line of Lot 14 and the southeast line of Lot 15 of said The Carrington Ranch Phase 1 and the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of Lot 14 and Lot 15 bears, North 28°01'26" East (called North 30°00'00" East) a distance of 19.62 feet and a 1/2 inch iron rebar found bears, North 28°01' East a distance of 20.1 feet;

THENCE crossing said called Lot 14 along the west line of said 15.00 foot wide easement the following two (2) courses:

1. South 21°49'28" East, a distance of 88.95 feet to a 1/2 inch iron rebar with plastic cap set;

2. South 21°07'52" East a distance of 127.31 feet to a 1/2 inch iron rebar with plastic cap set in the southeast line of said Lot 14 and the northwest line of Lot 13 of said The Carrington Ranch Phase 1 for the southeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 14 and Lot 13 bears, North 38°00'31" East (called North 40°00'00" East) a distance of 17.47 feet and a 1/2 inch iron rebar found bears, North 38°01' East a distance of 17.4 feet;

THENCE South 38°00'31" West (called South 40°00'00" West) along the southeast line of said Lot 14 and the northwest line of said Lot 13 a distance of 34.93 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 14 and Lot 13 bears, South 38°00'31" West (called South 40°00'00" West) a distance of 193.36 feet;

THENCE North 21°06'49" West, crossing said Lot 14 with the west line of the herein described tract a distance of 209.23 feet to a 1/2 inch iron rebar with plastic cap set in the northwest line of said Lot 14 and the southeast line of said Lot 15 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Dillo Trail (50' right of way) for the common west corner of said Lot 14 and Lot 15 bears, South 28°01'26" West (called South 30°00'00" West) for a distance of 331.48 feet;

THENCE North 28°01'26" East, along the northwest line of said Lot 14 and the southeast line of said Lot 15 a distance of 38.13 feet to the POINT OF BEGINNING

LINE NO.: T-396 EASEMENT NO.:

EXHIBIT "I"
Page 3 of 3

50' 40' 30' 20' 10' 0' 25' 50'

GRAPHIC SCALE

B. MANLOVE SURVEY
AB. NO. 417

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10221267.526
E=3072097.104

GRID NORTH

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N28°01'26"E	38.13'
L2	N28°01'26"E	19.62'
L3	N38°00'31"E	17.47'
L4	S38°00'31"W	34.93'

4.8'

L2

L1

Found N28°01'E - 0.5'

S 21°49'28" E 88.95'

(S 19°41'53" E)
S 21°49'28" E 101.70'

30.0'

25' B.L. & P.U.E. per plat (WCR)

LOT 12
5.43 AC.
WILLIAM C. PAUL
VOL. 1234, PG. 277 & 279 O.R.W.C.

LOT 15
JACK P. & KATHERINE M. NEW
Volume 2168, Page 747, O.R.W.C.

(S 30°00'00" W)
S 28°01'26" W 331.48'

N 21°06'49" W 209.23'

S 21°07'52" E 127.31'

(S 19°15'03" E)
S 21°07'52" E 118.43'

25' B.L. & P.U.E.

GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

25' B.L. & P.U.E.

0.1455 Ac.

6.0'

L3

L4

Found N38°01'E - 0.1'

LOT 14
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

Centerline of existing P.E.C. electric transmission line

LOT 16
5.14 AC.
JOHN M. WILEY
VOL. 687, PG. 629 O.R.W.C.

15' P.E. per plat

12' Electric Easement to P.E.C.
Volume 517, Page 533, D.R.W.C.

DILLO TRAIL
(50' R-O-W)

S 38°00'31" W 193.36'
(S 40°00'00" W)

LOT 13
GERALD J. BAUER
Volume 2293, Page 110, O.R.W.C.

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
○	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS
4549

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-03-2000 08:03 AM 2000073946
JACKIE $67.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
n that process is complete and payment notification is received, you will be returned to this site to re

e item from the basket, click the associated 'Remove' button.
from the basket, click 'Empty Basket' below.

e Added	Reference #	Document Description	# Pages	Fee
1/08/2016 08:19 AM	2001008866	Image Access (Unofficial Copy): 2001008866	7	$0.00
1/08/2016 08:18 AM	2001084722	Image Access (Unofficial Copy): 2001084722	5	$0.00
1/08/2016 08:16 AM	2000073946	Image Access (Unofficial Copy): 2000073946	30	$0.00
1/08/2016 08:14 AM	2009017114	Image Access (Unofficial Copy): 2009017114	2	$0.00
1/08/2016 08:14 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:13 AM	2009017113	Image Access (Unofficial Copy): 2009017113	2	$0.00
1/08/2016 08:12 AM	2012015325	Image Access (Unofficial Copy): 2012015325	4	$0.00
1/08/2016 08:11 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:11 AM	2005006010	Image Access (Unofficial Copy): 2005006010	2	$0.00
1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

Return to:
Ms. Tommie Engler
Pedernales Electric Cooperative
P. O. Box 1
Johnson City, Texas 78636

ELECTRIC UTILITY EASEMENT

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

THAT DAVID B. LAWSON and GLENDA LAWSON ("Grantor," whether one or more), for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, (hereinafter called the "Cooperative"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Cooperative, a perpetual easement and right-of-way (the "Easement") for electric transmission, distribution, and/or communication lines consisting of variable number and sizes of wires, and all necessary or desirable appurtenances including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, cable and fiber optic conductors, props and guys (the "Facilities") at or near the location and along the general course described herein across and upon the following described real property located in Williamson County, Texas, to-wit:

A tract of land containing 0.0535 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

Together with the right of ingress and egress over the adjoining property owned by Grantor to or from the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, and removing the Facilities; the right to use such portion of the adjoining property owned by Grantor along and adjacent to the Easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the Facilities, the right to place new, different, larger or additional wire, wires, cable, or fiber option conductors, and to change the sizes thereof; the right to relocate or reconstruct with the same or different type structures and equipment as the structures and equipment originally constructed; the right to remove from the Easement any improvements or other obstructions except oak trees, which endanger, or may interfere with, the efficiency of the Facilities; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing the Facilities. Oak trees may be trimmed as needed but shall not be removed without the written consent of the property owner.

It is hereby expressly understood by Grantor, and Grantor hereby covenants, that Grantor will not construct, locate, or cause to be constructed or located, any building or habitable structure within the easement and right-of-way described on Exhibit "A" attached hereto. The terms "building" and "habitable structure" shall include, but are not limited to, any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds. It is further expressly understood by Grantor, and Grantor further covenants, that Grantor will not construct, locate, or cause to be constructed or located any addition or improvement to any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds, which are located in the vicinity of the easement described on Exhibit "A", in such a way that the addition or improvement will be located, either in whole or in part, within the easement described on Exhibit "A".

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Cooperative, its successors and assigns, forever; and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and assigns, TO WARRANT AND FOREVER DEFEND all and singular the Easement and rights appurtenant unto the Cooperative, its successors and assigns, against every appurtenant unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor warrants that Grantor is the fee simple record owner of the real property described above, that such real property is not subject to any liens or mortgages, that such real property is not encumbered by any restrictions, easements, covenants, leases or other rights which are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this instrument.

It is understood and agreed that the consideration herein paid includes payment of all construction damages.

WITNESS this 6th day of Nov., ~~2000~~ 2001.

2001047275 5 pgs

EXHIBIT "A"

BEING 0.0535 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, THE CARRINGTON RANCH PHASE 1, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET F, SLIDE 354 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID LOT 1 BEING CONVEYED TO DAVID B LAWSON AND GLENDA LAWSON IN DOCUMENT RECORDED IN VOLUME 2494, PAGE 647 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rebar with plastic cap set (N = 10219212.729, E = 3072886.733, NAD 83/Texas Central Zone, Grid Value) in the north line of said Lot 1 and the south line of Lot 2 of said The Carrington Ranch Phase 1 and in the west line of a 15 foot wide easement as delineated on said The Carrington Ranch Phase 1 plat for the northeast corner of the herein described tract, from which a calculated point for the common east corner of said Lot 1 and Lot 2 bears, North 69°17'08" East (called North 71°08'09" East) a distance of 15.00 feet and a 1/2 inch iron rebar found bears, North 69°17' East a distance of 15.3 feet;

THENCE crossing said Lot 1 the following three courses:

1. South 20°44'30" East, along the west line of said 15 foot wide easement a distance of 224.35 feet to a 1/2 inch iron rebar with plastic cap set at the intersection of the west line of said 15 foot wide easement with the north line of a 15 foot wide public utility easement for the southeast corner of the herein described tract;

2. South 69°16'23" West, along the north line of said 15 foot wide public utility easement a distance of 10.14 feet to a 1/2 inch iron rebar with plastic cap set for the southwest corner of the herein described tract;

3. North 20°52'14" West, along the west line of the herein described tract a distance of 224.35 feet to a 1/2 inch iron rebar with plastic cap set in the north line of said Lot 1 and the south line of said Lot 2 for the northwest corner of the herein described tract, from which a 1/2 inch iron rebar found in the east right of way line of Rock House Drive (50' right of way) for the common west corner of said Lot 1 and Lot 2, bears, South 69°17'08" West (called South 71°08'09" West), a distance of 199.55 feet;

THENCE North 69°17'08" East (called North 71°08'09" East) along the north line of said Lot 1 and the south line of Lot 2, a distance of 10.64 feet to the POINT OF BEGINNING.

This parcel contains 0.0535 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September, 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference LCRA GPS monument # A624.

Tommy P. Watkins 11/12/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-007.doc
LCRA DWG File: T396001B-007.dwg
Job Number: 447-99012
Attachments: Survey Drawing L:\lcra\lndr-and\trct_65C.dwg
l:\lcra\lndr-and\fnotes\trct_65C.doc
30 September, 1999

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.: _____

EXHIBIT "A"
Page 3 of

50' 40' 30' 20' 10' 0' 25' 50'
GRAPHIC SCALE

B. MANLOVE SURVEY
AB. NO. 417

LOT 2
GERALD BAUER
Volume 2293, Page 110, O.R.W.C.

P.O.B.
NAD 83 (grid)
TEXAS CENTRAL ZONE
N=10219212.729
E=3072886.733

POSSUM TROT
(50' R-O-W)

GRID NORTH

(N 18°51'51" W 200.00')
N 20°44'30" W
200.12'

Centerline of existing P.E.C. electric transmission line

(S 71°08'09" W)
S 69°17'08" W 199.55'

L3 L1

FOUND
N69°17'E - 0.3'

30.0'

15' P.E. per plat

12' Electric Easement to P.E.C.
Volume 518, Page 344, D.R.W.C.

0.0535 Ac.

ROCK HOUSE DRIVE
(50' R-O-W)

N 20°46'39" W 119.50'
(N 18°51'51" W)
(119.54')

15' P.U.E. per plat

LOT 1
THE CARRINGTON RANCH Phase 1
CABINET F, SLIDE 354, P.R.W.C.

N 20°52'14" W 224.35'

S 20°44'30" E 224.35'

(S 18°51'51" E 239.54')
S 20°44'30" E 239.34'

TRIBAR
170.84 AC.
CORRECTION SUBSTITUTE TRUSTEE'S DEED
VOL. 2519, PG. 648, O.R.W.C.

28.35'
N 65°41'41" W
(28.28')
(N 63°51'51" W)

DAVID B. LAWSON & WIFE, GLENDA LAWSON
Volume 2494, Page 647, O.R.W.C.

99.83'
N 20°46'58" W
(100.00')
(N 18°51'51" W)

L2

15' P.U.E. per plat
S 69°16'23" W 205.00'
(S 71°08'09" W)

FOUND
S69°17'W - 0.2'

(90.00')
Right of Way
Dedication
per plat

COUNTY ROAD NO. 258
(R-O-W VARIES)

RECORDERS MEMORANDUM

All or parts of the text on this page was not clearly legible for satisfactory recordation.

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N69°17'08"E	15.00'
L2	S69°16'23"W	10.14'
L3	N69°17'08"E	10.64'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
▲	Calculated Property Corner
O	1/2" IRON REBAR W/PLASTIC CAP SET
P.O.B.	POINT OF BEGINNING
R-O-W	RIGHT OF WAY
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
P.E.	UNDESCRIBED EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT

STATE OF TEXAS
REGISTERED
TOMMY P. WATKINS
4549

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

11-16-2001 10:01 AM 2001084722
ANDERSON $17.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

Step 2
Enter Payment

Step 3
Receive Items

the listed items, click 'Check Out' below. You will be taken to a 3rd party payment provider to enter
n that process is complete and payment notification is received, you will be returned to this site to re

e item from the basket, click the associated 'Remove' button.
from the basket, click 'Empty Basket' below.

e Added	Reference #	Document Description	# Pages	Fee
1/08/2016 08:19 AM	2001008866	Image Access (Unofficial Copy): 2001008866	7	$0.00
1/08/2016 08:18 AM	2001084722	Image Access (Unofficial Copy): 2001084722	5	$0.00
1/08/2016 08:16 AM	2000073946	Image Access (Unofficial Copy): 2000073946	30	$0.00
1/08/2016 08:14 AM	2009017114	Image Access (Unofficial Copy): 2009017114	2	$0.00
1/08/2016 08:14 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:13 AM	2009017113	Image Access (Unofficial Copy): 2009017113	2	$0.00
1/08/2016 08:12 AM	2012015325	Image Access (Unofficial Copy): 2012015325	4	$0.00
1/08/2016 08:11 AM	2009017115	Image Access (Unofficial Copy): 2009017115	2	$0.00
1/08/2016 08:11 AM	2005006010	Image Access (Unofficial Copy): 2005006010	2	$0.00
1/08/2016 08:10 AM	2006010427	Image Access (Unofficial Copy): 2006010427	2	$0.00

TRANSMISSION

21

2001008866 7 pgs

ELECTRIC UTILITY EASEMENT

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

THAT Tribar, a Texas Partnership, ("Grantor," whether one or more), for and in consideration of Ten and No/100 Dollars ($10.00) and other valuable consideration to Grantor in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, (hereinafter called the "Cooperative"), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto the Cooperative, a perpetual easement and right-of-way (the "Easement") for electric transmission, distribution, and/or communication lines consisting of variable number and sizes of wires, and all necessary or desirable appurtenances including towers, H-frames or poles made of wood, metal or other materials, telephone and telegraph wire, cable and fiber optic conductors, props and guys (the "Facilities") at or near the location and along the general course described herein across and upon the following described real property located in Williamson County, Texas, to-wit:

> A tract of land containing 0.7553 acres, more or less, more particularly described in the attached Exhibit A, which includes field note description and plat, incorporated herein for all purposes.

Together with the right of ingress and egress over the adjoining property owned by Grantor to or from the Easement for the purpose of constructing, reconstructing, inspecting, patrolling, operating, maintaining, and removing the Facilities; the right to use such portion of the adjoining property owned by Grantor along and adjacent to the Easement as may be reasonably necessary in connection with the construction, maintenance, repair, removal, or replacement of the Facilities, the right to place new, different, larger or additional wire, wires, cable, or fiber option conductors, and to change the sizes thereof; the right to relocate or reconstruct with the same or different type structures and equipment as the structures and equipment originally constructed; the right to remove from the Easement and any adjoining property owned by Grantor all trees and parts thereof, improvements or other obstructions, which endanger, or may interfere with, the efficiency of the Facilities; and the right to place temporary guys, poles, and supporting structures for use in erecting or repairing the Facilities.

It is hereby expressly understood by Grantor, and Grantor hereby covenants, that Grantor will not construct, locate, or cause to be constructed or located, any building or habitable structure within the easement and right-of-way described in Exhibit A attached hereto. The terms "building" and "habitable structure" shall include, but are not limited to, any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds. It is further expressly understood by Grantor, and Grantor further covenants, that Grantor will not construct, locate, or cause to be constructed or located any addition or improvement to any house, apartment, dwelling, mobile home, garage, out building, equipment shelter, farm or livestock facilities, storage barns, hunting structures, or storage sheds, which are located in the vicinity of the easement described in Exhibit A, in such a way that the addition or improvement will be located, either in whole or in part, within the easement described in Exhibit A.

TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any wise belonging unto the Cooperative, its successors and assigns, forever, and Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and assigns, TO WARRANT AND FOREVER DEFEND all and singular the Easement and rights appurtenant unto the Cooperative, its

successors and assigns, against every appurtenant unto the Cooperative, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor warrants that Grantor is the fee simple record owner of the real property described above, that such real property is not subject to any liens or mortgages, that such real property is not encumbered by any restrictions, easements, covenants, leases or other rights which are in any way conflicting with or inconsistent with the conveyance herein made, and that Grantor has the right and authority to execute this instrument.

It is understood and agreed that the consideration herein paid includes payment of all construction damages.

WITNESS this 13th day of OCTOBER 2002 ~~, 1999.~~

GRANTOR:

Tribar, a Texas Partnership

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on October 13 2002 ~~, 1999,~~ by Tribar, a Texas Partnership, GRANTOR.

BRADLEY BLANE SULTEMEIER
Notary Public, State of Texas
My Commission Expires
OCT. 6, 2002

Notary Public, State of Texas

UNOFFICIAL DOCUMENT

(9) Ms. Tommie Engler - Dept 61
Pedernales Electric Cooperative
P. O. Box 1
Johnson City, Texas 78636

EXHIBIT "A"

BEING 0.7553 OF ONE ACRE OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417 IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 170.84 ACRE TRACT OF LAND DESCRIBED IN CORRECTION SUBSTITUTE TRUSTEE'S DEED TO TRIBAR, A TEXAS PARTNERSHIP FILED FOR RECORD MAY 2, 1994, IN VOLUME 2519, PAGE 648 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar found (N = 10219850.455, E = 3072661.262, NAD 83/Texas Central Zone, Grid Value) at an angle point in the east line of Lot 5, The Carrington Ranch Phase 1, according to the map or plat thereof recorded in Cabinet F, Slide 354 of the Plat Records of Williamson County, Texas, for the southwest corner of Lot 19, Wild Country Ranch, according to the map or plat thereof recorded in Cabinet J, Slide 108 of the Plat Records of Williamson County, Texas and an angle corner in the westerly line of said called 170.84 acre tract for the northwest corner of the herein described tract;

THENCE North 70°35'55" East (called North 72°28' East), along the south line of said Lot 19 and the westerly line of said called 170.84 acre tract a distance of 32.85 feet to a 1/2 inch iron rebar with plastic cap set for the northeast corner of the herein described tract, from which a 1/2 inch iron rebar found in the west right of way line of Sunny Slope Road (60' R-O-W) bears, North 70°35'55" East (called North 72°28' East), a distance of 210.80 feet;

THENCE crossing said called 170.84 acre tract along the east line of the herein described tract the following two (2) courses:

1. South 20°52'14" East, passing a barbed wire fence line at the approximate north line of County Road No. 258 at a distance of 921.5 feet and continuing for a total distance of 945.55 feet to a 1/2 inch iron rebar with plastic cap set at an angle corner;

2. South 20°47'02" East, passing the north edge of existing pavement of County Road No. 258 at a distance of 12.8 feet and continuing for a total distance of 25.05 feet to a cotton spindle set in the approximate centerline of said pavement and the south line of said called 170.84 acre tract for the southeast corner of the herein described tract;

THENCE South 73°35'42" West (called South 75°29' West), along the approximate centerline of said pavement and the south line of said called 170.84 acre tract a distance of 35.09 feet to a cotton spindle set for the southwest corner of said called 170.84 acre tract and the herein described tract;

THENCE North 20°44'30" West (called North 19°00' West), along the west line of said called 170.84 acre tract, passing a 1/2 inch iron rebar found for the apparent southeast corner of Lot 1 of said The Carrington Ranch Phase 1 and the north right of way line of County Road No. 258 as dedicated by plat of the said The Carrington Ranch Phase 1 at a distance of 53.0 feet and continuing for a total distance of 968.71 (called 963.77) feet to the POINT OF BEGINNING.

This parcel contains 0.7553 of one acre of land, more or less. Description prepared from an on-the-ground survey made during September 1999. All bearings are based on the Texas State Plane Coordinate System, Central Zone, with all distances being NAD 83 datum (in U.S. Feet) and adjusted to the surface by Project Surface Factor of 0.99985136. Reference: LCRA GPS monument # A624.

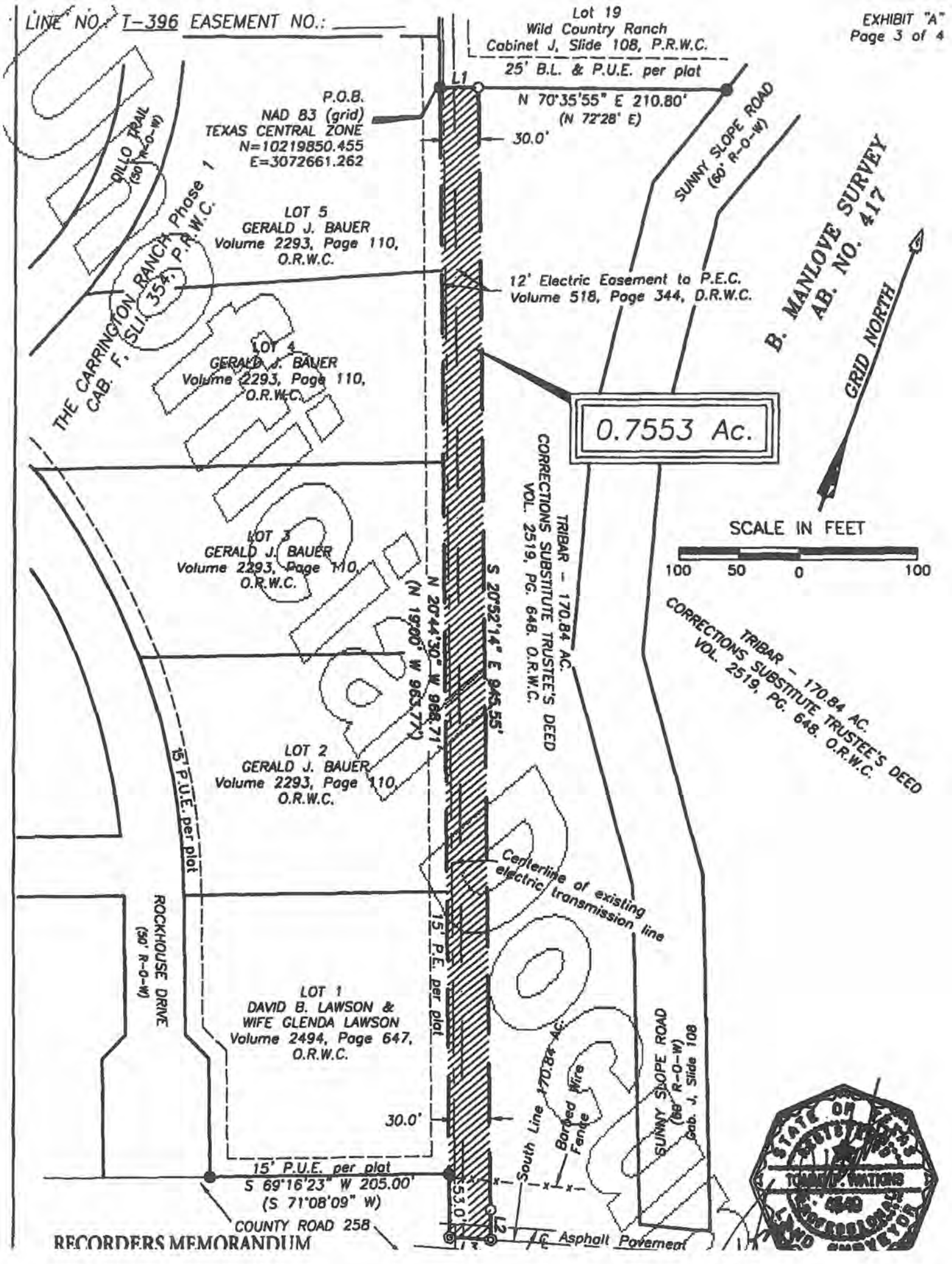
11/12/1999

Tommy P. Watkins Date
Registered Professional Land Surveyor No. 4549
State of Texas

LCRA WP File: T396001B-008.doc
LCRA DWG File: T396001B-008.dwg
Job Number: 447-99012
Attachments: Survey Drawing I:\lcra\lndr-and\fnotes\trct_61.dwg
I:\lcra\lndr-and\fnotes\trct_61.doc
Created on 10/22/1999

UNOFFICIAL DOCUMENT

LINE NO.: T-396 EASEMENT NO.: _____



RECORDERS MEMORANDUM

Unofficial Document

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N70°35'55"E	32.85'
L2	S20°47'02"E	25.05'
L3	S73°35'42"W	35.09'

LEGEND	
●	1/2" IRON REBAR FOUND (unless noted otherwise)
○	1/2" IRON REBAR W/PLASTIC CAP SET
◎	COTTON SPINDLE SET
▲	CALCULATED CORNER
P.O.B.	POINT OF BEGINNING
P.E.C.	PEDERNALES ELECTRIC COOPERATIVE, INC.
R-O-W	RIGHT OF WAY
P.U.E.	PUBLIC UTILITY EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
B.L.	BUILDING LINE
P.E.	UNDESCRIBED EASEMENT
( )	RECORD INFORMATION

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Nancy E. Rister

02-08-2001 10:37 AM 2001008866
JACKIE $21.00
NANCY E. RISTER ,COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

Unofficial Document

CobbFendley

LETTER OF TRANSMITTAL

To: HNTB
101 East Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

ATTENTION: Eddie Church

Date: April 20, 2016
CobbFendley Job: 1403-088-02-22-A
Re: CR 258
Georgetown's Utility Agreement Package

WE ARE SENDING YOU THE FOLLOWING VIA: Courier

☐ Prints ☒ Originals ☐ Other

QUANTITY	DESCRIPTION
5	City of Georgetown Water- Utility Agreement Package

PURPOSE OF TRANSMITTAL:

☒ For Approval ☐ For Your Use
☐ As Requested ☐ For Review & Comment

Received
APR 2 0 2016
HNTB Corporation
Round Rock

REMARKS:

Mr. Church:

We have reviewed and approved City of Georgetown's Utility Agreement Package in the amount of $1,922,914.61 on the above project. We recommend execution of the attached Utility Agreement Package.

If you have any questions, please let me know.

Thank you,

Copy To File

Received By:
Date & Time:

SIGNED
Melissa Horn,. Utility Coordination Lead

Commissioners Court - Regular Session **21.**

Meeting Date: 05/10/2016

Request for DA Reserve Investigator

Submitted For: Jana Duty **Submitted By:** Vicki Vickers, District Attorney

Department: District Attorney

Agenda Category: Regular Agenda Items

Information

Agenda Item

Please discuss, consider and take appropriate action with regard to the District Attorney's request for a non-paid reserve investigator.

Background

The District Attorney's Office is asking for approval for Timothy Steglich to be a non-paid DA reserve investigator.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Policy Manual

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/28/2016 11:34 AM
Form Started By: Vicki Vickers		Started On: 04/28/2016 10:46 AM
Final Approval Date: 04/28/2016		

Article IV. RESERVE COMMISSIONS / INTERNSHIPS

The Texas Legislature's House Bill 480 authorizes District Attorneys to appoint reserve investigators, effective September 1, 2015. The bill states that the County Commissioners can authorize a certain number of reserve investigators for each office. Any reserve investigators authorized for utilization by the District Attorney will fall under the direct supervision of the Chief Investigator of the District Attorney's Office.

The District Attorney Police Internship Program is specifically designed for college level interns seeking to fulfill an academic internship requirement. The intern will gain knowledge of the Texas Criminal Justice System and the operational relationships between various departments within the system.

Section 4.01 Reserve Investigators

(a) Restrictions –

(1) Reserve investigators would be required to furnish their own transportation and shall be restricted from operating county vehicles. (THIS MAY CHANGE IF COUNTY APPROVES RESERVES TO DRIVE OUR VEHILCES)

(2) Reserve investigators would not be paid monetarily, nor would they receive any other county benefit.

(3) Reserve investigators would be required to carry a county identification card noting that they are a 'Reserve Investigator'; however, reserve investigators shall not have key or card access to any county facility.

(4) Reserve investigators would be independently and financially responsible for maintaining all required peace officer training as per TCOLE, including all firearms proficiency training, and any bonding fees associated with the position.

(b) Supervision – Reserve investigators fall under the supervision of the Chief Investigator of the District Attorney's Office. Reserve investigators shall follow all county policies and the guidelines documented in this policy manual while performing any official duty for the District Attorney.

(c) Structure – Reserve investigators may choose to work anytime during regular business hours or may be called upon by the District Attorney as needed for any special assignment. The reserve investigator will perform tasks assigned by an investigator or an Assistant District Attorney and collaborate with those employees about the task until its completion.

Section 4.02 Internships

(a) Restrictions –

(1) Interns shall be restricted from operating county vehicles.

(2) Interns shall be restricted from handling firearms, except, the intern may be permitted to fire a weapon at a firing range at the direction of the District Attorney's Firearms Instructor.
(3) Interns shall be restricted from entrance into the District Attorney's Evidence Room and participating in any activity that will place the intern in the chain of custody for items of evidence.

(b) Supervision – Interns will be directly supervised by the investigator he/she is assisting, and any work performed will be reviewed and approved by the supervising investigator. Interns will be assisting multiple investigators, therefore, their supervising investigator could change on a daily basis.

(a) Structure – Interns will be assigned to a specific court and assist the investigators for that court with their daily tasks. The duration and work schedule of the intern's assignment will be based on their University's requirements and the intern's availability.

Commissioners Court - Regular Session **22.**

Meeting Date: 05/10/2016

LCRA Line

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 on LCRA's proposed Leander to Round Rock 138-KV Transmission Line Project, with such action including but, not limited to authorizing the filing as an intervenor in PUC Docket No. 45866 - LCRA Transmissions Services Corporation ("LCRA") Application to Amend its Certificate of Convenience and Necessity.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motion to Intervene

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 11:35 AM
Form Started By: Hal Hawes		Started On: 05/05/2016 11:21 AM
Final Approval Date: 05/05/2016		

PUC DOCKET NO. 45866

APPLICATION OF LCRA TRANSMISSION SERVICES CORPORATION TO AMEND ITS CERTIFICATE OF CONVENIENCE AND NECESSITY FOR THE PROPOSED LEANDER TO ROUND ROCK 138-KV TRANSMISSION LINE PROJECT IN WILLIAMSON COUNTY, TEXAS	**§**	**BEFORE THE STATE OFFICE OF ADMINISTRATIVE HEARINGS**

WILLIAMSON COUNTY'S MOTION TO INTERVENE

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COMES NOW Williamson County, Texas (hereinafter referred to as the "County") and file this, its Motion to Intervene, and in support thereof would show the Administrative Law Judge ("ALJ") the following:

1. The County was provided notice of the LCRA Transmissions Services Corporation ("LCRA") Application to Amend its Certificate of Convenience and Necessity on or about May 2, 2016. This Motion is timely filed.
2. The County has standing to intervene in this proceeding because it has a justiciable interest, which may be adversely affected by the outcome of this proceeding, to wit:
    a. The Proposed Line would traverse Williamson County and multiple public roads thereof.
    b. The County is concerned about the effect the Proposed Line will have on its infrastructure, including public roads and other rights of way.
    c. The Proposed Line may impact the County's long-range transportation plans.
    d. The routes as proposed may adversely affect the future development and planning for the County.
    e. Two (2) County parks are identified within the study area for the Proposed Line.
    f. The Proposed Line would traverse several real properties owned by Williamson County.
3. Please direct all correspondence to:

    Hal C. Hawes
    Williamson County
    Office of General Counsel
    710 Main Street, Suite 201
    Georgetown, Texas 78626

WHEREFORE, Movant requests that this Motion to Intervene be granted.

Respectfully submitted,

Hal C. Hawes
Williamson County
Office of General Counsel
710 Main Street, Suite 201
Georgetown, Texas 78626
Telephone: (512) 943-3862
Facsimile: (512) 943-1662

By:_____
Hal C. Hawes
hhawes@wilco.org
State Bar No. 24027068

CERTIFICATE OF SERVICE

I, Hal C. Hawes, attorney for Williamson County, Texas, certify that a copy of this document was served on all parties of record in this proceeding on _____ ___, 2016 in the following manner: facsimile or U.S. mail, first class postage prepared.

_____
Hal C. Hawes

Commissioners Court - Regular Session **23.**

Meeting Date: 05/10/2016

Bracewell Eng

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 Bracewell LLP to represent Williamson County and the remaining named defendants in the suit 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; and approval of the exemption of those attorney services from the competitive proposal/bid procedures of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Background

On July 1, 2013, the Williamson County Commissioners Court approved the engagement of the firm of Bracewell & Giuliani LLP in the cause. This item is now necessary since the firm of Bracewell & Giuliani LLP has changed its name to Bracewell LLP.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 12:05 PM
Form Started By: Hal Hawes		Started On: 05/05/2016 11:38 AM
Final Approval Date: 05/05/2016		

Commissioners Court - Regular Session **24.**

Meeting Date: 05/10/2016

Moving Works Jail Use Agreement

Submitted For: Dan Gattis **Submitted By:** Connie Watson, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the jail use agreement with Moving Works.

Background

Moving Works was scheduled to use the jail for filming on Tuesday, May 3; however, an illness prevented them from being able to film on that day. They would like to reschedule for May 31, so a new agreement is needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Moving Works Jail Use Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Connie Watson		Started On: 05/05/2016 08:40 AM
Final Approval Date: 05/05/2016		

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

(a) Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

(b) Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement. The deposit shall be held in a separate account for the benefit of USER, and it shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the

Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be applied first to any non-rent items then to any unpaid amounts or fees under this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

(a) In the event that COUNTY provides, or causes to be provided, the following amenities and services (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:

i. Heating, air conditioning, and ventilation as reasonably required for comfortable use and occupancy of the fully enclosed portion, if any, of the Authorized Area.

ii. Electric current adequate for the Permitted Use.

iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

(b) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations, additions, and improvements in or to the Authorized Area at its own expense and

in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

(a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY .

(b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.

(c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars ($1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from

any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. **ASSUMPTION OF RISK:**

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. **INDEMNIFICATION:**

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the "Indemnified Persons") from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. CAPACITY:

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. STATUTES/PERMITS:

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY’s reasonable control, COUNTY shall not be liable to perform. The

USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

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.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that

such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER:	As set forth on below USER's execution herein below
COUNTY:	Williamson County Judge Dan A. Gattis (or successor) 710 S. Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	Williamson County Attorney Dee Hobbs (or successor) 405 M.L.K. St., Box #7 Georgetown, Texas 78626

30. 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 shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, 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 USER's use of the Authorized Area under this Agreement.

32. 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.

33. RELATIONSHIP OF THE PARTIES:

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

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be

considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF 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 WILLIAMSON COUNTY COMMISSIONERS COURT.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:

_____
Dan A. Gattis, Williamson County Judge

DATED _____ _____, 20___

USER:

Moving Works
Company / Organization

Authorized Signer:

Printed Name: Peter Craig

Representative Capacity: 6

DATED 05,04, 2016

Contact Person: Rachel VanHover

Address: 2579 Western Trails Blvd
Suite 200
Springfield, MO 78745

Phone No.: (512) 501-6119

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s): **From - ____May, 31, 2016__**

To - _____May, 31 2016___

Hours: **___10 a.m. to __5 p.m.***

***In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, USER must pay an additional $45.20 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement. If USER fails to pay any such amounts when due, COUNTY will deduct all owing amounts from USER's security deposit in accordance with Section 2.(b) of the Agreement.**

Permitted Use (Description of Use): **Shooting b-roll footage for documentary film.**

Authorized Area (Location): **The Old Williamson County Jail**
312 Main Street
Georgetown, TX 78626

Security Deposit: **$ NA**

License Fee: **$100**

***Total License Fee shall be due and paid upon delivery of User's executed copy of this Agreement and prior to the date of use. Personnel and any other costs must be paid pursuant to the terms of this Agreement.**

Commissioners Court - Regular Session **25.**

Meeting Date: 05/10/2016

Williamson County Child Welfare Board Appointment

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Sherry Rhoden to serve on the Williamson County Child Welfare Board with her term to commence immediately and to expire on Dec. 31st, 2018.

Background

Dianne Howell, President of the Williamson County Child Welfare Board is recommending appointment of Sherry Rhoden to the board, as is Commissioner Birkman. Sherry lives in Cedar Park and has attended several board meetings. Like many before her, she has already jumped in with both feet and is volunteering her time and talents for the good of the board and the foster children of Williamson County.

Fiscal Impact

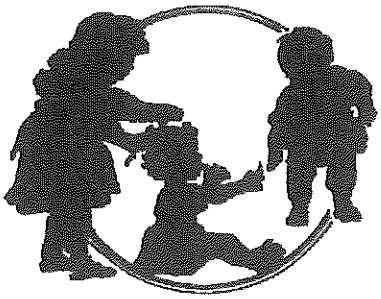
From/To	Acct No.	Description	Amount

Attachments

Rhoden

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 12:05 PM
Form Started By: Mary Clark		Started On: 05/04/2016 06:35 PM
Final Approval Date: 05/05/2016		



Judge Dan A. Gattis
Williamson County Courthouse
710 Main Street, Ste. 101
Georgetown, TX 78626

March 31, 2016

The Honorable Dan Gattis and Williamson County Commissioners:

I am requesting the Commissioner's Court to appoint Sherry Rhoden as a new board member. Sherry lives in Cedar Park and has attended several board meetings. Like many before her, she has already jumped in with both feet and is volunteering her time and talents for the good of the board and the foster children of Williamson County.

Please place this request for a new appointment to the board on your agenda at your earliest convenience and please call, fax, or email me with any questions you might have. Thank you so much for your time and the attention you give to our board and in turn enable us to partner with Williamson County to help care for the foster children of Williamson County!

Respectfully Submitted,

Dianne Howell

Dianne Howell-WCCWB President

DIANNE HOWELL

Texas Department of Family and Protective Services

VOLUNTEER PROGRAM
WORK RULES, STANDARDS OF BEHAVIOR AND PERFORMANCE

The mission of FPS is enhanced by the contribution of volunteers. The agency is grateful to volunteers for their time and commitment. FPS requests that volunteers adhere to FPS rules and standards for volunteers as set out below.

Attendance Standards

1. The tasks you perform are highly valuable. We depend on you. Please observe scheduled volunteer time agreed upon by you and your supervisor, including scheduled coffee and lunch breaks if applicable.
2. If you are unable to report for your scheduled volunteer time, notify your supervisor as soon as possible.

Work Standards

3. Maintain conduct in accordance with the proper performance of duties, operations of the office, and goals and objectives of the department and personal conduct standards.
4. Maintain a helpful attitude toward other volunteers, employees, supervisors, clients and the general public.
5. Follow instructions issued by the supervisor related to job performance, and exercise care in performing assignments by maintaining department standards, and personal conduct standards.
6. Please refrain from excessive personal use of the telephone, personal conversations, selling products or services to volunteers or employees, or other distracting behavior.
7. All department case records, information, and names of clients are confidential. *The Volunteer Confidentiality Agreement must be signed prior to beginning placement.*
8. You must not falsify any documents or make false statements related to your FPS volunteer duties.

Personal Conduct Standards

9. Exhibit courtesy and respect in your interactions with clients, peers, FPS staff, vendors, contractors and others in the course of your job. Verbal or physical abuse, and/or discrimination against a client, a member of the community, or another FPS employee or volunteer are not acceptable.
10. Knowledge gained through volunteer service may not be used for personal profit, profit for friends or family, to obtain a child for adoption, or for any other personal gain or benefit. Compensation, gifts, or promises, which could

influence the performance of duties may not be accepted. Services or favors to other employees, applicants, clients, or other persons may not be granted.

11. Avoid even the appearance of favoritism, prejudice, undue influence or impropriety. If you work closely with law enforcement and other community agencies and/or testify in court as a representative of this agency, make certain that your conduct maintains your credibility in the community as a potential witness.
12. Harassment or retaliation of any kind is not tolerated. Observe all agency non-discrimination policies.
13. Protect State information and property. You may not destroy, falsify, remove, steal, conceal or otherwise misuse any State information or property. You may not use long-distance telephone services; FPS information and communication services; FPS computer systems or other FPS equipment for personal use, except as specifically permitted in FPS on-line handbooks. You may not list your FPS telephone number for personal or business advertising.
14. You may not participate in political activity while on duty, or attempt to influence any FPS activity for political purposes.
15. You may not use alcohol or illegal drugs while on duty; bring alcoholic beverages or illegal drugs onto State-owned or leased property, including buildings or vehicles; or possess, manufacture, distribute, dispense, or use alcoholic beverages or illegal drugs on or in State-owned or leased property, including buildings and vehicles.
16. You may not be under the influence of alcohol or drugs while on duty. You may not be under the influence of any illegal substances while on duty, and you may not be under the influence of any substance, whether or not it is legal, that substantially impairs your ability to perform your duties.
17. You may not have firearms or other dangerous weapons at the workplace, including your private vehicle when parked at the workplace, or during the performance or your duties. You may not engage in any activities that endanger your peer, staff, clients, or the community. You must not make any threats or threaten violence to your peer, staff, clients and providers, even jokingly. You may not compromise the safety of your peers, staff, the general public, or the workplace.
18. Conviction of, or admission of guilt for a misdemeanor or felony that prohibits employment in your position, will result in termination of your placement.
19. Dress appropriately and professionally in accordance with your placement, and exercise good judgment and care in personal grooming. Refer to FPS Dress Codes for guidance. *The Regional Dress Code policy must also be provided and signed in addition to this form.*
20. All FPS offices are non-smoking.
21. Department rules, regulations, and policies, including those stated in FPS personnel and volunteer management handbooks must be honored. Other regulations may be applied through executive letters.

Ask your supervisor's advice or call Human Resources if you are uncomfortable with a situation or when you have questions about any issue related to work ethics.

Privacy in the Workplace

FPS maintains legal authority to inspect computer files, paper files, electronic mail; and voice mail systems. Additionally, authorized FPS staff my inspect volunteer and employee workspaces, including desks. The Department may also monitor telephone calls. FPS employees must be aware that, as State volunteers or employees, there is no expectation of privacy in the workplace.

Supervisors may issue additional, reasonable work rules, if such are required.

I acknowledge that I have read and will observe the above standards and regulations.

Sherry Rhoden, 3-17-16 _____ _____

Volunteer Signature Date Supervisor Signature Date

Volunteer Application

Texas law gives you the right to know what information is collected about you by means of a form you submit to a state government agency. You can receive and review this information, and request that incorrect information about you be corrected, by contacting the person or unit to whom you submitted this form."

Name (Last, First, Middle): Rhoden, Sherry Ann
Preferred Name: Sherry
Date of Birth:
Address (Street, City, State, ZIP Code):
County: Williamson
Other Names Used/Known By (include any you have used, such as maiden name, previous married name, etc): Maiden: Latimer
Organization Represented (if applicable): NA
Who referred you to DFPS? Dianne Howell
Williamson Co. Child Welfare Board

Why do you want to volunteer for DFPS? I'm applying to become a board member on the WCCWB.

Applicable skills: I love people.. I enjoy serving others. I'm responsible & organized..

Type of volunteer service preferred: Seeking board position on WCCWB

Are you willing to receive training for another assignment? ☑ Yes ☐ No

Education *(Check highest level completed):*

☐ Elementary School ☐ Middle School ☐ High School ☐ Vocational or Technical Training ☐ College ☑ Graduate School

Interns: ☐ undergraduate ☐ graduate ☐ post graduate

University: Texas Woman's Univ. Univ. of North Texas Date of undergraduate degree: 1997 Date of graduate degree: 1999

Additional Languages *(list):*

	Speak	Read	Write
NA	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
American Sign Language	☐ Fair ☐ Good ☐ Excellent ☐ NA		

Previous volunteer experience:

Organization:	Position:	Responsibilities:
Church	Teacher, curriculum development	
Leander ISD	Mentor	Meet w/ mentee weekly
Mitscoots Socks	Volunteer	Compile necessities for the homeless in Austin, Tx.

Date(s) and time(s) available:

Days per week: Tuesdays, Fridays

Hours per week: up to 10

Comments:

Original - Volunteer file maintained by Volunteer Supervisor
Copy - Volunteer Service Coordinator

Form 0250
Nov 2004

Volunteer Application

Are you presently employed?

☑ Yes ☐ No

If yes, where? Ms. Sherry's Tennis Program Work Telephone

Address: 1228 Heppner Dr. Cedar Park, Tx. 78613

Occupation: Owner, Director, Instructor

Prior employment:

Company:	Position:	Responsibilities:
Richardson ISD	2nd grade teacher	teaching, caretaker

Can you provide transportation for others?

☑ Yes ☐ No If yes, please complete Transportation Form 250c

Please list three (3) personal references *(excluding relatives)*:

Name:	Address:	Telephone #:
Alice Storke		
Stacy Johnson		
Jarrett Tucker		

Volunteer Agreement

I affirm that the information that I have provided is true and correct to the best of my knowledge.
I agree to conform with the Texas Department of Family and Protective Services rules and regulations to the best of my ability.
I agree to respect the confidential nature of case information and any personal contact with clients.
I agree to inform the department if I am named in complaints or indictments or convicted of offenses.
I understand that I will begin service on a reciprocal trial basis and agree to participate in orientation and training.

Sherry Rhoden 3.17.16

Signature of Volunteer Date

In case of emergency, please notify:

Name	Relationship	Telephone #
Mark Rhoden	Husband.	

Address

Original - Volunteer file maintained by Volunteer Supervisor
Copy - Volunteer Service Coordinator

BACKGROUND CHECK AUTHORIZATION

This form should be attached to Part I, Volunteer Application, Form 0250a.

NOTE: Failure to complete each field could delay or prevent the return of your volunteer's background check results.

PLEASE PRINT: First Name	Middle Name	Last Name	# of yrs as TX resident
Sherry	Ann	Rhoden	40

Other names or spellings used (married, maiden, alias, etc.) - First, Middle, Last (continue on back as needed)
maiden - Latimer

Residence Street Address	City	County	State	Zip Code
[illegible]	[illegible]	[illegible]	TX	

Residence Telephone No (A/C)	Date of Birth	Gender :	SSN	DL Number/State
	[illegible]	☐ Male - ☑ Female		

List all other Texas residences in the past 5 years (street address and city - continue on back as needed). If no other addresses, please note.
At current address since 2000.

Race (check all applicable)
☐ Asian ☐ Am Indian/AK Native ☐ Nat Hawaii/Pac Island
☐ Black ☑ White ☐ Unable to Determine (or, none of the above)

Ethnicity (check one, only)
☐ Hispanic ☑ Not Hispanic ☐ Unable to Determine

Volunteer Agreement

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks and authorize the department to conduct these checks.

☑ I understand that background checks are conducted on an annual basis for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

Sherry Rhoden — Signature of Volunteer
3.17.16 — Date

Return Results to (FOR DFPS USE ONLY):

Full Name	Contact Phone	MAIL CODE

Program (APS, CPS, CCL), Unit and Location

Check box to indicate applicant's involvement:
☐ VOLUNTEER ☐ INTERN (non-paid) ☐ PCG ☐ BOARDMBR

VOLUNTEER CONFIDENTIALITY STATEMENT

Sherry Rhoden

I, I, am a volunteer for the Texas Department of Family and Protective Services. I UNDERSTAND:

- The information provided by DFPS is confidential by law;
- The information provided by DFPS may not be used for any purpose other than the purpose for which I am volunteering; and
- Any information, including client identities and case details, obtained while I am volunteering with DFPS must not be discussed or disclosed to any person, other than current DFPS employees and volunteers, and then only on a strict need-to-know basis within the scope of the volunteer placement.

I also UNDERSTAND the disclosure of this confidential information may be considered a violation of law subject to a criminal penalty under both the Texas Open Records Act, §552.352 Government Code and/or §40.005(e) Human Resources Code.

I have read this confidentiality statement fully, I understand what it means, and I am signing it freely and voluntarily.

Sherry Rhoden — Signature of Volunteer

3.17.16 — Date

NA — Signature of Parent (if the volunteer is a minor)

NA — Date

This original Volunteer Confidentiality Statement must be returned to

Placement Supervisor, DFPS

Address

City, TX Zip Code

Commissioners Court - Regular Session **26.**

Meeting Date: 05/10/2016

Marlins Swim Team Parking Plan

Submitted For: Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Brushy Creek Marlins Swim Meet Parking Plan and Instructions for Sendero Springs Pool located adjacent to Sendero Springs Drive, Round Rock, Texas, for the 2016 Swim Season, as provided and approved by the Williamson County Engineer.

Background

See attached parking plan for the Marlins Swim Team 2016 season. This plan is the same plan as previously passed in Commissioners Court in May 2015 for the 2015 Swim Season, with the inclusion of the ability of a licensed peace officer to tow vehicles without notification when deemed a safety hazard. Please note that parking within fifty feet of the intersections of Sendero Springs and Luminoso Lane, Cortina Lane and the Northwest Intersection of Great Oaks will not be permitted. Violators may be towed on the spot at their expense, by order of a licensed peace officer. Signs will be placed prominently and notifications will be sent, when possible to all participants in the swim meet. This will be at the responsibility of the Marlins Swim Team. This is necessary as it causes an immediate safety concern. In the pass; violators were announced over the P.A. system and peace officers on duty would have to wait for the vehicle to be moved, wasting valuable time and resources. This plan has been vetted with Michael Morrison and Joe Doran who representative the Marlins Swim Team; Joe England, the County Engineer; and Lt. Russell Travis of the Williamson County Sheriff's Department. Also, Mike Petter, General Manager with the Brushy Creek MUD, has reviewed the plan and is in agreement with plan as it significantly reduced unfavorable calls from constituents last year, in addition Mr. Petter has notified the Sendero's Springs HOA, President.

Fiscal Impact

From/To	Acct No.	Description	Amount

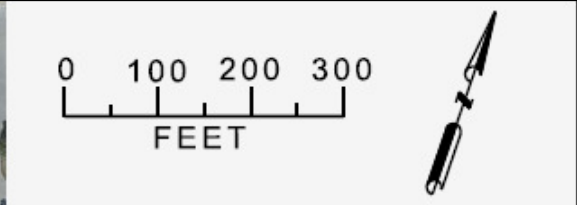
Attachments

Sendero

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 12:05 PM
Form Started By: Mary Clark		Started On: 04/28/2016 12:57 PM
Final Approval Date: 05/05/2016		

BRUSHY CREEK MARLINS SWIM MEET PARKING PLAN FOR SENDERO SPRINGS POOL



PARKING INSTRUCTIONS

Pre-Event

Prior to the event, the team shall coordinate with the Sendero Springs HOA to ensure that residents are notified of the event and related parking restrictions.

The team shall post signage the day before indicating right lane closures on both sides of Sendero Springs Drive and post signage of the event.

Day of Event

Team Representatives shall be posted and visually identifiable by means of event staff t-shirts or vests for one hour before the event through the beginning of the first heat when the majority of the parking will be complete.

Cones will be placed around the lane closure areas as on the map(for Diagonal Parking). Cones must block diagonal parking within 50 feet of intersections.

Team representatives will be available at the pool to help monitor any parking issues and notify via the PA system any parking violators.

Contracted Williamson County Sherriff will monitor the parking areas for any parking violations, which will also be announced on the PA system and/or ticketed.

Restricted Parking Areas and Regulations

Do not park in the following areas:

- Do not diagonal park within 50 feet of an intersection (coned off)*
- Within 5 feet of driveways
- Within 15 feet of a fire hydrant
- Within 20 feet of a crosswalk
- Within 30 feet of a stop sign
- In the turn-around area of a cul-du-sac
- Red zones, including the drop off zone of the pool parking lot
- On grass, including swimming pool and park land
- On the opposite dies of the street where the map reflects parking on one side only
- Other areas designated as off limits in the parking map

*Considered an immediate traffic hazard. As such, a peace officer will be able to exercise his authority to have the vehicle towed without notice to the owner.

Post-Event

Contracted Williamson County Sherriff will work the traffic light at 1431 and Sendero Springs Drive to reduce the congestion at the light until most of the participants have left and traffic is deemed normal.

Signage and cones shall be taken down by the team.

Commissioners Court - Regular Session **27.**

Meeting Date: 05/10/2016

Tyler Child Support Conversion

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Professional Services Agreement with Tyler Technologies, Inc. for Child Support Conversion Services.

Background

When the County implemented the Odyssey system, there was no accommodation for child support Cases. At that point, all of the active child support cases had been transferred to the AG's office (with the exception of one single case) and all of the history remained in the County. Since that time child support has been on a separate server running the old TSG Ableterm system. Now Tyler has the capability of converting that one case, as well as the history for all other child support cases, to Odyssey, where it can be managed with all civil cases, sharing the overall cost of hardware and support, and eliminating the cost of a separate server and the corresponding support costs. The cost of this engagement was planned and budgeted this fiscal year, although the actual cost is about $2,000 more than budgeted (we will take that from another project that is under budget).

Also, there will be no travel costs associated with this engagement as all work will be done remotely.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2016 02:57 PM
Form Started By: Jay Schade		Started On: 05/03/2016 08:05 AM
Final Approval Date: 05/03/2016		

Commissioners Court - Regular Session **28.**

Meeting Date: 05/10/2016

FEMA Project Number PA-06-TX-4223-PW01689 Project Title: WIL014C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL014C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01689 Project Title: WIL014C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter WIL014C

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Jarred Thomas		Started On: 05/04/2016 08:09 PM
Final Approval Date: 05/05/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
512/424-2000
www.dps.texas.gov

STEVEN C. McCRAW
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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 2, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01689
Project Title: WIL014C Damage Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01689						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	04/18/2016	$7,034.28	75%	$5,275.71	25%	$1,758.57

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.
1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **29.**

Meeting Date: 05/10/2016

FEMA Project Number PA-06-TX-4223-PW01655 Project Title: WIL017C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL017C Damage Roads.

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01655 Project Title: WIL017C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter WIL017C

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Jarred Thomas		Started On: 05/04/2016 08:20 PM
Final Approval Date: 05/05/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
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ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 2, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01655
Project Title: WIL017C Damage Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01655						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	04/18/2016	$4,135.36	75%	$3,101.52	25%	$1,033.84

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.
1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **30.**

Meeting Date: 05/10/2016

FEMA Project Number PA-06-TX-4223-PW01656 Project Title: WIL023C Damage Road

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL023C Damage Roads.

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01656 Project Title: WIL023C Damage Road Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter WIL023C

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Jarred Thomas		Started On: 05/04/2016 08:26 PM
Final Approval Date: 05/05/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 2, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01656
Project Title: WIL023C Damage Road
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01656						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	04/18/2016	$6,093.52	75%	$4,570.14	25%	$1,523.38

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.
1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **31.**

Meeting Date: 05/10/2016

FEMA Project Number PA-06-TX-4223-PW01654 Project Title: WIL011C Damage Roads

Submitted For: Jarred Thomas **Submitted By:** Jarred Thomas, Emergency Management

Department: Emergency Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding for Project Title: WIL011C Damage Roads.

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01654 Project Title: WIL011C Damage Roads Period of Performance 05/29/2015 to 11/29/2016 This disaster recovery grant is a 75% federal share and 25% local share for damages sustained during the May Floods of 2015. This project has been authorized by FEMA and approved by the Auditor's Office, Road and Bridge, and Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Award Letter WIL011C

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Jarred Thomas		Started On: 05/04/2016 08:30 PM
Final Approval Date: 05/05/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
ROBERT J. BODISCH, SR.
DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

May 2, 2016

The Honorable Dan Gattis, County Judge
Williamson County
710 Main Street, Ste 101
Georgetown, TX, 78626
DUNS Number 076930049
TINS Number 17460009784
FIPS Number 491-99491-00

RE: Public Assistance Grant, 4223, Severe Storms, Tornadoes, Straight-line Winds, and Flooding
Catalog of Federal Domestic Assistance (CFDA) number: 97.036
FEMA Project Number PA-06-TX-4223-PW01654
Project Title: WIL011C Damage Roads
Period of Performance 05/29/2015 to 11/29/2016

A Public Assistance subgrant has been awarded by Texas Division of Emergency Management (TDEM).

PA-06-TX-4223-PW01654						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	04/18/2016	$4,896.84	75%	$3,672.63	25%	$1,224.21

This award is not for Research or Development as defined in 2 CFR 200.87.

No indirect costs are available with this award. Direct Administrative Costs are allowable as outlined in the project scope.

A copy of the approved scope of work is attached. Terms and conditions of this award are also attached.

Signing and returning this award letter indicates Subrecipient's acceptance of the scope of the subaward, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

Acceptance of the subaward must be returned to TDEM before payment on the subaward can be processed.

It is important that the Subrecipient read, understand and comply with the scope and all terms and conditions. It is also vital that this information be disseminated to Subrecipient's staff and contractors that are involved in work related to administrative support or administration of the subgrant.

If changes are needed to the scope of the subaward, period of performance or costs associated to the subaward, the Subrecipient should immediately contact TDEM. No change will be considered made to the subaward until the Subrecipient is notified in writing by TDEM.

Please sign below to acknowledged acceptance of this subaward and agreement to abide by all terms and conditions.

Designated Subrecipient Agent Date

Should you wish to appeal any determination related to this subaward you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact Nazrine Khan at 512-692-1223 or email at Nazrine.Khan@us.gt.com.

ATTACHMENTS: Scope of Work
Terms and Conditions

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety / Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by DPS/TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
   1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
   2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
   3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
   4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
   5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
   6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
   7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"

B. **Failure to Perform**. In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other grant program funds administered by DPS until repayment to DPS/TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.

C. **Funding Obligations**. DPS/TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
   1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
   2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.

3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to DPS/TDEM within thirty (30) calendar days after
4. DPS/TDEM requests such refund.

D. **Performance Period**. The performance period for this Grant is listed on the Grant Subrecipient Award letter. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to DPS/TDEM within 60 days for the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to DPS/TDEM within 60 days of the end of the performance period. DPS/TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
http://www.txdps.state.tx.us/dem/GrantsResources/index.htm.

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. The DUNS Number is the nine digit number

established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform

5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered DPS/TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
   a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
   b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.

10. Site Visits. DHS and/or DPS/TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.
1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

    The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

    Must perform **cost/price analysis** for purchases over $3000.

    Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

DPS/TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance under this Grant, the monitoring report shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A-133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit DPS/TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.
4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, of Part 200 UGMS §__.42, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, DPS/TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. ***Changes, Amendments, Suspension or Termination***

1. Modification. FEMA or DPS/TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event FEMA or DPS/TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.
3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, DPS/TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. DPS/TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/TDEM shall provide written notice of the termination and include:
    a. The reason(s) for such termination;
    b. The effective date of such termination; and
    c. In the case of partial termination, the portion of this Grant to be terminated.
    d. Appeal may be made to the Deputy Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application,

a notice of award, or elsewhere, DPS/TDEM or DHS may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless DPS/TDEM or DHS expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O. 12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

   1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

   2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

   4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

   5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G Subrecipient will comply with the Drug-free Workplace Act, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by DPS/TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and DPS/TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to DPS/TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to DPS/TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Kickoff meeting with the State- Federal team.

2. All work must be done prior to the approved project completion deadline assigned to each Project. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding.

4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report.

5. A cost overrun appeal on small ($120,000.00) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by completing the "Payment of Funds" request and including documentation supporting your request. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment. Small Public Assistance projects are paid upon obligation and the receipt of all required documentation. Payments must be requested at least quarterly if expenditures have been made in that quarter.

9. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **March 15th, June 15th, September 15th & December 15th**. Public Assistance program small projects are exempted.

10. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.

11. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted

to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

12. Completed record and cost documents for all approved work must be for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.

13. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

14. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

EXHIBIT G

Additional Grant Certifications

Match Certification

Applicant certifies that they have the ability to meet the or exceed the cost share required of this project.

Duplication of Program Statement

Applicant certifies there has not been, nor will there be, a duplication of benefits for this project.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Commissioners Court - Regular Session **32.**

Meeting Date: 05/10/2016

Advertise RFQ for Engineering Design Services Replacement of Culvert Crossings

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 qualifications for Engineering Design Services for Replacement of Culvert Crossings in Williamson County, RFQ # 1604-073.

Background

This is a request for Statement of Interest and Qualifications from experienced firms to provide professional Engineering design services for the proposed replacement of culvert crossings throughout Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Packet RFQ Culverts

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2016 12:09 PM
Form Started By: Connie Singleton		Started On: 04/25/2016 04:05 PM
Final Approval Date: 05/02/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Engineering Design Services for Replacement of Culvert Crossings

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Jun 1, 2016 3:00:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Jun 1, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Qualifications for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive Qualifications. Specifications for this RFQ may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of the Qualifications.

All electronic Qualifications must be submitted via: www.bidsync.com

All interested Respondents are invited to submit a Qualification in accordance with the Instructions and General Requirements, Format, Specifications, and Definitions, Terms and Conditions stated in this RFQ.

Respondents are strongly encouraged to carefully read this entire RFQ.

Electronic Qualifications are requested, however paper qualifications 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, Qualifications and Qualification addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:

Williamson County Purchasing Department

Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Respondents should list the RFQ Number, RFQ Name, Name and Address of Respondent, and the Date of the RFQ opening on the outside of the box or envelope and note "Sealed Qualifications Enclosed."

- ✓ Respondent should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Qualifications.

- ✓ **Williamson County will not accept any Qualifications received after the submittal deadline, and shall return such Qualifications unopened to the Respondent.**

- ✓ Williamson County will not accept any responsibility for Qualifications being delivered by third party carriers.

- ✓ Facsimile transmittals will NOT be accepted.

✓ Qualifications will be opened publicly opened and read aloud in the Williamson Purchasing Department at the time and date indicated above.

✓ All submitted questions with their answers will be posted and updated on www.bidsync.com.

✓ It is the Respondent's responsibility to review all documents in BidSync including any addenda that may have been added after the document packet was originally released and posted.

✓ Any addenda and/or other information relevant to the RFQ will be posted on www.bidsync.com.

✓ The Williamson County Purchasing Department takes no responsibility to ensure any interested Respondent has obtained any outstanding addenda or additional information.

✓ Williamson County will NOT be responsible for unmarked or improperly marked envelopes.

Bid 1604-073
Engineering Design Services for Replacement of Culvert Crossings

Bid Number	**1604-073**
Bid Title	**Engineering Design Services for Replacement of Culvert Crossings**
Bid Start Date	**In Held**
Bid End Date	**Jun 1, 2016 3:00:00 PM CDT**
Question & Answer End Date	**May 26, 2016 5:00:00 PM CDT**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**One Time Purchase**
Contract Renewal	**Not Applicable**
Prices Good for	**Not Applicable**
Pre-Bid Conference	**May 18, 2016 3:00:00 PM CDT** **Attendance is optional** **Location: Williamson County · Road and Bridge** **3151 SE Inner Loop** **Georgetown, TX 78262**

Bid Comments

Request For Qualifications
Engineering Design Services for Replacement of Culvert Crossings in Williamson County
Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional engineering design services for the proposed replacement of culvert crossings throughout Williamson County.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.
Conflict of Interest Form - Must be completed and signed, enter name of firm and respond to questions, enter N/A if the a portion does not apply.
Debarment & Licensing Certification

Proposal Format
Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the Request for Qualification (RFQ). Please respond in the order the evaluation criteria is listed in the RFQ.

At a minimum, the Statement of Qualification (SOQ) should contain:
1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in July 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects
Attach documents to line first line item in Bidsync.
If delivering a paper bid the above listed documents must be completed in a sealed envelope and sent to:
Williamson County Purchasing
Attn: RFQ# 1604-073 A/E Design for Culvert Crossings Replacement
901 South Austin Ave
Georgetown, TX 78626.

DO NOT ENTER PARTIAL BID IN BIDSYNC AND PARTIAL IN A PAPER DELIVERY.

CONTRACT ADMINISTRATOR
Terron Evertson, Director of Road and Bridge (or successor) at 3151 SE Inner Loop Georgetown, TX, shall serve as Williamson County's Contract Administrator with designated responsibility to ensure compliance with the requirements of the Contract and any ensuing Agreement, such as but not limited to, acceptance, inspection and delivery. The Contract Administrator will serve as liaison between the Williamson County Commissioners Court and the Successful Respondent.
Insurance Requirements

The following coverage limits shall be required at a minimum:

Worker's Compensation - Statutory – Texas Law

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage:

Comprehensive General Liability	**$1,000,000 per occurrence**
Aggregate policy limits	**$2,000,000**

Item Response Form

Item	**1604-073--01-01 - UPLOAD ALL DOCUMENTS TO THIS LINE ITEM**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
Purchasing Department
901 S. Austin Avenue
Georgetown TX 78626
Qty 1

Description
A/E CULVERTS CROSSINGS REPLACEMENT
UPLOAD ALL DOCUMENTS TO THIS LINE ITEM

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL
Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional Engineering design services for the proposed replacement of culvert crossings throughout Williamson County.

DESCRIPTION OF PROJECT
Williamson County is seeking a firm to provide professional engineering services for the replacement of eleven (11) severely deteriorated culvert crossings throughout the County.

TECHNICAL EXPERTISE
Engineer means a person registered as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code,

At a minimum the technical areas of services required are: Civil engineering and flood plain knowledge.

SCOPE OF SERVICES REQUESTED
The Scope of Services is anticipated to be designed and PS&E.

Design and PS&E:
The Design and PS&E are scheduled to not exceed two months from the date of the Notice to Proceed issued by the County.

1. Prepare drainage design reports, plans, specifications and estimates for culverts, and other storm water conveyances mechanisms. Cost estimates shall include all construction components necessary to provide a functional facility.
2. Obtain any necessary approvals from review and permitting authorities.

Basic Understanding
Selected Engineer shall represent Williamson County as their agent in any required approvals processes, or meetings, and promote Williamson County's best interests. The Engineer is responsible for submitting a minimum of one progress package when the design is essentially fifty percent complete.

Proposal Format
Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the Request for Qualification (RFQ). Please respond in the order the evaluation criteria is listed in the RFQ.

At a minimum, the Statement of Qualification (SOQ) should contain:

1. An organizational chart listing all firms to be used. Identify the individuals within each firm that will perform tasks and identify which tasks they will perform. A listing of an individual shall be considered as a commitment that that individual

will be made available to perform the tasks indicated on this project. For staffing purposes, assume the notice to proceed will be issued in July 2016

2. Resumes of team members proposed for these services. Include position, education level, professional credentials, qualifications and related experience.

3. Examples of similar renovation projects

EVALUATION CRITERIA
Each SOQ received in response to this RFQ will be subject to the same review and assessment process. SOQs will be evaluated on the basis of the technical capability and experience presented in the SOQ.

Please note that the County shall weigh the experience of the individuals proposed to work on this project significantly greater than the experience of the firm as a whole. All respondents submitting qualifications shall be evaluated on the following three points (A-D).

A. Engineer's Firm's Experience / Qualifications with similar facility components (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions. (15)

B. Engineer's Project Manager's Experience / Qualifications with similar facility components (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions. (15)

C. Individuals on project team's Experience / Qualifications with similar facility components (30 points)
    1. Experience/Qualifications with similar facility components (10)
    2. Experience in Central Texas or similar conditions (10)
    3. Subcontractors experience (10)

D. Understanding of project (30 points)
    1. Experience/Qualifications with similar facility components (15)
    2. Experience in Central Texas or similar conditions (15)

SELECTION
Respondents are advised that the selection committee, at its option, may recommend a contract strictly on the basis of the initial SOQs and/or may have interviews with some or all of the respondents to determine its final recommendation. The selection committee will present its recommendation to the Williamson County Commissioners Court for approval.

Type of Contract

When the evaluation process is completed and the successful Respondent is determined, an award of the contract will be made. The successful Respondent shall be required to execute a formal contract/agreement at Williamson County's offices in Georgetown, Texas within ten (10) days after being notified in writing of the selection. The only anticipated changes to the Agreement for Engineering Services will be to include additional exhibits, to fill in blanks to identify the successful respondent, and add terms relating to the compensation, or to revise the Agreement for Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. Failure or refusal to sign aforesaid agreement shall be grounds for Williamson County to revoke any selection of the respondent, forfeit of such respondent's bid security, if applicable, and force the selection of another respondent.

COMPENSATION INFORMATION; FEES AND CONTRACT AWARD

Fee negotiations will be initiated once the top respondent is selected. If negotiations for acceptable fees are not successful, another respondent will be selected and negotiations will be initiated with the second respondent. The contract award will be made by the Williamson County Commissioners Court.

1. Submittal Format and Delivery of Statements of Qualifications

Williamson County uses BidSync to distribute and receive bids, proposals and Statements of Qualifications. Statements of Qualifications can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Statements of Qualifications and Statements of Qualifications addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the 'Public Announcement and General Information' listed above for this RFQ, to:
Williamson County Purchasing Department
Attn: **RFQ NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Williamson County will not accept any Statements of Qualifications received after the submittal deadline, and shall return such Statements of Qualifications unopened to the Respondent.
Williamson County will not accept any responsibility for Statements of Qualifications being delivered by third party carriers.
Statements of Qualifications will be opened publicly in a manner to avoid public disclosure of contents; however, names of Respondents will be read aloud.

2. General Information

2.1 Additional Information

The County reserves the right to request further information or documentation, and to discuss an RFQ for any purpose in order to answer questions or to seek clarification on any aspect of the submission.

2.2 Respondent's Acceptance

By submitting a response to this RFQ, the firm/team certifies that it has fully read and understands the request for qualifications and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

2.3 Texas Public Information Act

Williamson County considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded.

Respondents are hereby notified that Williamson County strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.

2.4 Commitment

Respondent understands and agrees that this RFQ is issued predicated on anticipated requirements for Williamson County and that Williamson County has made no representation, written or oral, that any such requirements be furnished under a Contract arising from this RFQ. Furthermore, Respondent recognizes and understands that any cost borne by the Respondent which arises from Respondent's performance hereunder shall be at the sole risk and responsibility of Respondent.

2.5 Williamson County Conflict of Interest Statement

On Tuesday November 6, 2007, the Williamson County Commissioners Court approved the following: All bids, proposals, and requests for qualifications under consideration by Williamson County for contract award, shall contain a signed affidavit acknowledging the responders awareness of Section 176.006 of the Texas Local Government Code as it relates to conflicts of interest.

2.6 Certificate of Interested Parties Texas Ethics Commission (Form 1295)

As of January 1, 2016, Respondents are responsible for complying with the Texas Government Code Section 2252.908. **The law states that Williamson County may not enter into certain contracts with a Respondent unless the Respondent submits a disclosure of interested parties to Williamson County at the time the Respondent submits the signed contract to Williamson County.**

The disclosure requirement applies to any contract of Williamson County entered into on or after January 1, 2016 that either:

1. requires an action or vote by the Commissioners Court (all contracts that fall under the jurisdiction of Commissioners Court approval such as contracts resulting from an IFB, RFP, RFQ etc. excluding but not limited to certain Juvenile Services contracts, contracts funded with Sheriff's seized funds monies etc.) before the contract may be signed
2. has a value of at least $1 million.

Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required to be supplied.

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

A Respondent 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 Respondent 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 at the time the signed contract is submitted for Commissioners Court approval.

   After Commissioners Court award of the contract, Williamson County must:
   (1) notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from Williamson County.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity **Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

DEBARMENT AND LICENSING CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Firm named herein below and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default;
(e) Is registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
(f) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Name of Firm

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

, 20

Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

* federal, state, or local

Question and Answers for Bid #1604-073 - Engineering Design Services for Replacement of Culvert Crossings

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **33.**

Meeting Date: 05/10/2016

Approve Advertisement for Forest North Residential Drainage HNTB IFB 1604-068

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 authorizing Purchasing to advertise and receive bids for Bid 1604 068, Forest North Residential Drainage Improvements.

Background

Williamson County is seeking qualified contractors to perform maintenance construction to improve drainage conveyance within an existing residential subdivision including construction of storm sewer, regarding roadside channels, removal of existing culverts and construction of new culverts for the estimated amount of $3,850,000.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Construction Manual

Public Notice

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2016 02:57 PM
Form Started By: Jewel Walker		Started On: 04/27/2016 08:56 AM
Final Approval Date: 05/03/2016		

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY

PROJECT CONSTRUCTION MANUAL

FOR

FOREST NORTH
RESIDENTIAL DRAINAGE IMPROVEMENTS

SOLICITATION 1604-068

WILLIAMSON COUNTY, TEXAS
PURCHASING DEPARTMENT
901 SOUTH AUSTIN AVENUE
GEORGETOWN, TEXAS 78626

APRIL 2016

04/26/16

Lance Parisher's seal attached is for water and wastewater relocations only.

Charlotte Gilpin

4-19-16

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.

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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

EXAMPLE

SECTION 2
INVITATION FOR BIDS

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

FOREST NORTH DRAINAGE IMPROVEMENTS

Williamson County is seeking qualified contractors for the construction of drainage improvements within an existing residential subdivision consisting of installation of storm sewer, regarding of roadside channels and replacement of culverts. Estimated time of completion is 600 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $3,850,000.
Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on Thursday, June 9, 2016 at 3:30 P.M.

Bids must be received on or before Thursday, June 9, 2016 at 3:30 P.M.

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 Thursday, May 26, 2016 at 3:30 P.M. 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 Tuesday, May 10, 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 000-0001 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.

37. Ambiguity, Conflict, or other Errors in the IFB If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to

Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution. Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

SECTION 4
BID FORM, BID AFFIDAVIT, BIDDER REFERENCES
& 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. **1604-068 – FOREST NORTH DRAINAGE IMPROVEMENTS**

Article 2. Engineer of Record

The Project has been designed by **K. Friese and Associates**, 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 **600** 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 claming 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:_____	By: _____
Dan A. Gattis, Williamson County Judge	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, McClennon 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
&#65533;

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.

TYPE OF INSURANCE	POLICY NO.	EFFECTIVE	EXPIRES	LIMITS OF LIABILITY	
Workmen's Compensation					
				1 Person	$
Public Liability				1 Accident	$
Contingent				1 Person	$
Liability				1 Accident	$
Property Damage					
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 that 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 by 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 Contact 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 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	County Engineer
Williamson County	Williamson County
901 South Austin Avenue	3151 SE Inner Loop
Georgetown, TX 78626	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

K. Friese and Associates 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 000-001 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 **30** 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 March 31, 2016

MODIFIED STANDARDS

The following standard detail sheet or sheets have been modified:

Safety End Treatment Type II - Parallel

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.

The allowable working hours are between the hours of 8:00 AM to 5:00 PM, unless written approval is provided by the County.

The Contractor shall provide a three-week look ahead each week to the Construction Observer

The Contractor shall progress work one zone at a time. Once work begins within a Zone all work must be completed before work begins in the following zone. The Contractor shall obtain written approval from the Construction Observer any time work is to be performed in two zones at the same time. Any advanced signing shall be moved with the construction activities of the zone currently being worked on.

The Construction Observer and Contractor's Representative will make personal contract with each residence at least two weeks prior to working adjacent to their property and before removing any landscaping, fences, sprinkler systems, etc.

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 or concrete pavement structure, as directed. Consider subsidiary to the pertinent Items.

Contractor shall keep all areas clean and all litter and trash will be picked up in the work area. Supply litter barrels in enough numbers at locations as directed to control litter within the project. Consider subsidiary to pertinent Items.

A self-contained vacuum broom must be available at all times 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 County.

Damage to existing pipes and SET's due to Contractor operations shall be repaired at Contractor's expense.

Storing construction equipment, materials, and stockpiles of any type within the right of way overnight will not be permitted. 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 on the project at all times when work is being performed, including subcontractor work. The Superintendent will be available and on-call 24 hours a day.

The Contractor shall backfill all open trenches daily.

Existing fences to be removed can be salvaged and re-used as approved by the Observer. If existing fence is not salvageable, replace fence in-kind with new materials.

ITEM 100 - PREPARING RIGHT OF WAY
Contractor shall remove all cut wood daily. Burning of brush is prohibited.

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.

The contractor shall notify the construction inspector prior to clearing operations. Upon notification, the observer will schedule a walk-through with the contractor and designate all trees and other features to be protected during construction. The contractor shall not begin any clearing of the right-of-way prior to this walk-though. The designated trees shall be protected in accordance with the plans and specifications, or as directed by the inspector. no fences shall be removed without notification to the observer.

Removal of any obstructions on the right of way that are not shown on the plans is included under preparing right of way. The inspector shall be notified prior to removal of obstructions. All right of way clearing operations will be coordinated with the project's sw3p and as directed or approved by the construction observer.

The contractor may be required to trim and remove brush and trees in order to construct the project or to provide a horizontal clearance of approximately 2 feet inside the right of way line and a vertical clearance of at least 12 feet. For this operation, no vertical flailing equipment shall be used and the method shall be approved by the construction observer.

The contractor is responsible for plugging and capping all irrigation systems at the right of way line. The contractor shall notify the property owner at least 48 hours in advance of performing modifications to irrigation systems.

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 will 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 and Actual Field Cost.”

ITEM 160 & 161 – TOPSOIL AND COMPOST
All topsoil shall be compost amended topsoil in accordance with 161-WC 001 and shall be placed in accordance with 160-WC 001.

ITEM 169 – SOIL RETENTION BLANKETS
Use materials from prequalified material producers list as shown on the Texas Department of Transportation (TxDOT) ------ Construction Divisions (CST) materials producers list. See TxDOT website (www.txdot.gov/Business with TxDOT > Materials Information > Material Producer List for list of pre-qualified manufacturers. Direct all questions to the Maintenance Division, Vegetation Management Section, 125 E. 11th Street, Austin, TX 78701-2483.

ITEM 340 - DENSE-GRADED HOT-MIX ASPHALT
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.

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.

Use Class "B" sand bedding for pipe and box culvert installation unless otherwise directed.

ITEM 432 – RIPRAP
Fibers for Concrete as defined in DMS-4550 will not be allowed.

Make 5-inches thick unless otherwise noted or directed.

Where any proposed riprap joins existing riprap, saw cut the existing riprap and dowel/epoxy the joint as directed. Consider subsidiary to the pertinent Items.

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.

ITEM 459 – GABIONS
Removal of existing gabions is considered subsidiary to installation of new gabions.

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.

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.

ITEM 496 - REMOVING STRUCTURES
Provide a detailed plan for the removal of the existing structure(s) to include the schedule of removal and list of all equipment to be used.

No demolition work over, around, or in the Lake Creek Tributary 1 will be allowed to proceed until the Construction Observer has approved the Demolition Plan. There may be other

requirements associated with this item, to be determined dependent on the Demolition Plan submitted.

Include a Traffic Control Plan (TCP) for any Structure(s) Removal, as directed.

The structure or structures to be removed may have surface coatings, which may contain hazardous materials. Provide for the safety and health of employees and abide by all OSHA Standards and Regulations as well as those set by Texas Department of State Health Services (DSHS).

The structural steel to be removed may contain lead paint. Submit a proposed demolition plan for approval by the Construction Observer at least 60 days prior to the desired demolition date. Demolition plan should limit disturbing where lead paint is located when possible. If flame cutting methods will be used and lead paint cannot be avoided, the County will arrange to have the paint removed at the indicated flame-cutting locations. The paint will be removed by a separate contractor for a width of 4". No paint removal will be required if other demolition methods are employed.

The removal of all items indicated to be removed and replaced shall be considered subsidiary to the replacement item unless otherwise indicated, this shall include all appurtenances including headwalls, wingwalls, SETs, etc.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

Unless otherwise approved, 1 lane in each direction shall remain open at all times.

The Observer 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 the Observer, 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 the Observer, LCN’s proposed to detour traffic, a minimum of seven (7) full calendar days preceding any proposed implementation date.

Present to the Observer, 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.

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.

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.

ITEM 530 – INTERSECTIONS, DRIVEWAYS, AND TURNOUTS
Notify property owners a minimum of 48 hours in advance of beginning work on their driveways. Provide, to the Observer, 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.

ITEM 560 - MAILBOX ASSEMBLIES
Supplement each new mailbox installation with Type 2 object marker placed on the mailbox support in a vertical position 6 in. below the bottom of the mailbox.

Reflective tape may be used to simulate a Type 2 marker placed on tubular supports. Use tape that meets DMS-8600. The simulated marker will consist of three (3)--2¾-inch x 2¾-inch pieces of yellow high intensity tape spaced 1inch apart.

The Type 2 marker will consist of OM-2SR or OM-2VP object markers if delineator post supports are used. Bi-directional brackets may be required on Size 2 mailbox installations. Consider subsidiary to the pertinent Items.

Contractor shall coordinate the locations of temporary mailboxes with the engineer and homeowner. All temporary replacement products shall match the setup approved by the engineer. This work shall be considered subsidiary to the installation of the proposed mailbox.

Contractor shall replace all mailboxes disturbed by the work with the existing mailboxes removed or with mailboxes approved by the engineer. This work shall be coordinated with the sequence of construction within the plan set. all permanent replacement products used shall

match the existing mailboxes removed or be replaced with Gibraltar mailboxes Freemont post mount mailbox and post kit model #fc000b01 or equivalent approved by the engineer.

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

All existing regulatory signs must remain displayed at all times unless the roadway is closed to traffic.

ITEM 6001 – PORTABLE CHANGEABLE MESSAGE SIGN
Provide 2 "Electronic" Portable Changeable Message Sign(s) (EPCMS) as part of the traffic control operations and provide another one that is available to utilize when a backup is needed. Consider the one designated for backup as subsidiary to the various Items of the project. All EPCMS will be exclusive to this project, unless otherwise approved. Placement location and message as directed.

ITEM SS1335 PRECONSTRUCTION SURVEY
A pre-construction survey must be performed prior to any construction activities including video and photos documenting all existing conditions.

Governing Specifications

FOREST NORTH RESIDENTIAL DRAINAGE IMPROVEMENTS
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.

< > REFERNCE 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.

ITEM 100	PREPARING RIGHT OF WAY <103>
ITEM 110	EXCAVATION (132)
ITEM 132	EMBANKMENT (100) (160)(204) <210><216><260>(400)
ITEM 160	FURNISHING AND PLACING TOPSOIL (168)
ITEM 161	COMPOST (160)
ITEM 164	SEEDING FOR EROSION CONTROL <162><166>(168)
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKET
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES (110)(132)<401>(402)<403><416> <420><421><423>
ITEM 402	TRENCH EXCAVATION PROTECTION
ITEM 432	RIPRAP <247><420>(421)<431>(440)
ITEM 459	GABIONS AND GABION MATTRESSES
ITEM 464	REINFORCED CONCRETE PIPE (400)(402)<403>(467)<476>
ITEM 465	JUNCTION BOXES, MANHOLES AND INLETS (400)<420>(421)(424)(440)(471)
ITEM 467	SAFETY END TREATMENT (400)<420><421>(432)(440)(442)(445)<460>(464)
ITEM 496	REMOVING STRUCTURES
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS (161) (432)<556>
ITEM 530	INTERSECTIONS, DRIVEWAYS AND TURNOUTS <247><260><263><275><276><292> <316><330><334>(340)(360)(421)(440)
ITEM 531	SIDEWALKS <104>(360)<420><421>(440)(530)
ITEM 550	CHAIN LINK FENCE <421>(445)
ITEM 552	WIRE FENCE (445)(492)
ITEM 560	MAILBOX ASSEMBLIES
ITEM 644	SMALL ROADSIDE SIGN SUPPORTS AND ASSEMBLIES <421><440><441><442>(445) <636><643><656>
ITEM 752	TREE AND BRUSH REMOVAL

STANDARD SPECIFICATIONS: MOST CURRENT VERSION ADOPTED BY THE CITY OF AUSTIN

ITEM 701S FENCING <403S>

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 000	000-001
SPECIAL PROVISION TO ITEM 002	002-WC1
SPECIAL PROVISION TO ITEM 002	002-WC2
SPECIAL PROVISION TO ITEM 002	002-WC3
SPECIAL PROVISION TO ITEM 161	161-WC001
SPECIAL PROVISION TO ITEM 164	164-WC001
SPECIAL PROVISION TO ITEM 168	168-WC001
SPECIAL PROVISION TO ITEM 500	500-WC01
SPECIAL PROVISION TO ITEM 502	502-WC01

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

ITEM SS1004	TREE PROTECTION
ITEM SS1335	PRECONSTRUCTION SURVEY
ITEM SS2241	IRRIGATION SYSTEM CAPPING

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.

Charlotte Gilpin

4-19-16

Seal appear hereon for all materials excluding utilities.

FOREST NORTH RESIDENTIAL DRAINAGE IMPROVEMENTS
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 CITY OF AUSTIN STANDARD SPECIFICATIONS, SERIES 100 THROUGH 16000, ADOPTED APRIL 6, 1986, AS AMENDED. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

WHEREVER, IN THE CITY OF AUSTIN STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE CITY OF AUSTIN, THE CITY AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

210	02/24/10	Flexible Base
340	09/26/12	Hot Mix Asphaltic Concrete Pavement
402	11/13/07	Controlled Low Strength Material
406	09/26/12	Reinforcing Steel
408	11/13/07	Concrete Joint Materials
410	09/26/12	Concrete Structures
504	02/24/10	Adjusting Structures
506	03/15/11	Manholes
508	02/24/10	Miscellaneous Structures and Appurtenances
509	09/26/12	Excavation Safety Systems
510	10/03/13	Pipe
511	09/26/12	Water Valves

STANDARD SPECIFICATIONS: MOST CURRENT VERSION ADOPTED BY THE CITY OF AUSTIN.

Special Provisions to City Standard Technical Specifications

SP504S	04/20/16 Adjusting Structures
SP510S	04/20/16 Pipe
SP1901S	04/20/16 Scope of Work for Asbestos Abatement

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS IS INCLUDED ON THE FOLLOWING PAGES.

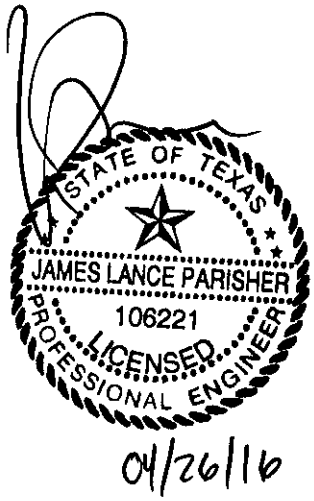
Special Specifications

01901 03/10/16	Scope of Work – Asbestos Abatement
01902 03/10/16	Project Coordination – Asbestos Abatement
01904 03/10/16	Codes and Regulations - Asbestos Abatement
01911 03/10/16	Respiratory Protection – Asbestos Abatement
01915 03/10/16	Work Area Clearance (PCM) – Asbestos Abatement
01917 03/10/16	Disposal of Asbestos Containing Waste Materials

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS IS INCLUDED ON THE FOLLOWING PAGES.

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.

END



Seal appear hereon for all materials for water and wastewater construction, excluding dry utilities and drainage construction.

Special Provisions

Special Provision 000-001

Schedule of Liquidated Damages

Table1
Schedule of Liquidated Damages

For Dollar Amount of Original Contract		Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day
From More Than	**To and Including**	
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 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 4/20/16 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.

DESCRIPTION	OWNER	LOCATION	*ESTIMATED DATE OF ACQUISITION
TEMP. CONST. ESMT.	WARD	9615 MOORBERRY ST	June 2016
TEMP. CONST. ESMT.	BURZYNSKI	13201 WOODTHORPE ST	June 2016
TEMP. CONST. ESMT.	THOMAS	9507 BRAEBURN GLEN	June 2016
TEMP. CONST. ESMT.	ROWALD	9300 CHATTERTON CT	June 2016
TEMP. CONST. ESMT.	VAN SICKLER	9401 MEADOWHEATH DR / 9401 STILLFOREST	June 2016
TEMP. CONST. ESMT. & PERM. ESMT.	TYRONE	9306 MEADOWHEATH DR	June 2016
TEMP. CONST. ESMT. & PERM. ESMT.	FISHER	9308 MEADWOHEATH DR	June 2016
TEMP. CONST. ESMT.	OESTRICK	9417 BRAEBURN GLEN	May 2016
TEMP. CONST. ESMT.	EHLERS	13302 BRIAR HOLLOW DR	June 2016

* Estimated

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 4/20/16 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.

UTILITIES AT BRIAR HOLLOW			
Utility Owner	**Approximate Location**	**Estimated Clearance Date**	
AT&T	**Briar Hollow Dr.** **Sta. 04+70** **Channel BH2-1** **Sta. 09+87**	**July 30, 2016**	
UTILITIES AT TICHESTER			
Austin Energy	**Briar Hollow Dr.** **Sta. 06+25**	**June 30, 2016**	

UTILITIES AT WISTERWOOD			
AT&T	**Braeburn Glen St.** **Sta. 02+84,** **Sta. 06+30,** **Sta. 08+50**	**July 30, 2016**	
Austin Energy	**Braeburn Glen St.** **Sta. 06+30**	**June 30, 2016**	

UTILITIES AT STILLFOREST			
AT&T	**Stillforest St.** **Sta. 07+22**	**July 30, 2016**	
Austin Energy	**Stillforest St.** **Sta. 07+22**	**June 30, 2016**	
Time Warner Cable	**Stillforest St.** **Sta. 07+22**	**July 30, 2016**	

UTILITIES AT BRAEBURN			
AT&T	**Braeburn Glen St.** **Sta. 03+00** **Broadmeade Ave.** **Sta. 03+21**	**July 30, 2016**	
Austin Energy	**Braeburn Glen St.** **Sta. 03+00** **Ditch Drain**	**June 30, 2016**	
UTILITIES AT SHERBROOKE			
AT&T	**Broadmeade Ave. North of Sherbrooke St.** **Sta. 02+40**	**July 30, 2016**	
Austin Energy	**Broadmeade Ave. North of Sherbrooke St.** **Sta. 02+40**	**June 30, 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 April 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	ESTIMATED DATE OF APPROVAL
Environmental Impact Statement		X	
Environmental Assessment		X	
Categorical Exclusion		X	
Phase 1 Environmental Assessment		X	
Jurisdictional Waters Survey		X	
Archaeological Investigations		X	
Cultural Resources Survey		X	
Karst Survey	X		June 2016*
Habitat Assessment	X		June 2016*
Geological Survey	X		June 2016*
Contributing Zone Plan		X	
Water Pollution Abatement Plan		X	
Air Quality Analysis		X	
Noise Quality Analysis		X	

*Reports are complete with exception to the following locations:
9613 Moorberry, 9615 Moorberry, 9306 Meadowheath, 9308 Meadowheath, 9417 Braeburn Glen.

Special Provision 160-WC001
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–WC001, "Compost"

B. Item WC101, "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–WC001, “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°F – 140°F. 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 75°F, 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 WC101, “Soil Ripping.” Apply the topsoil to the ripped soil and work into the lower soil horizons with a harrow.

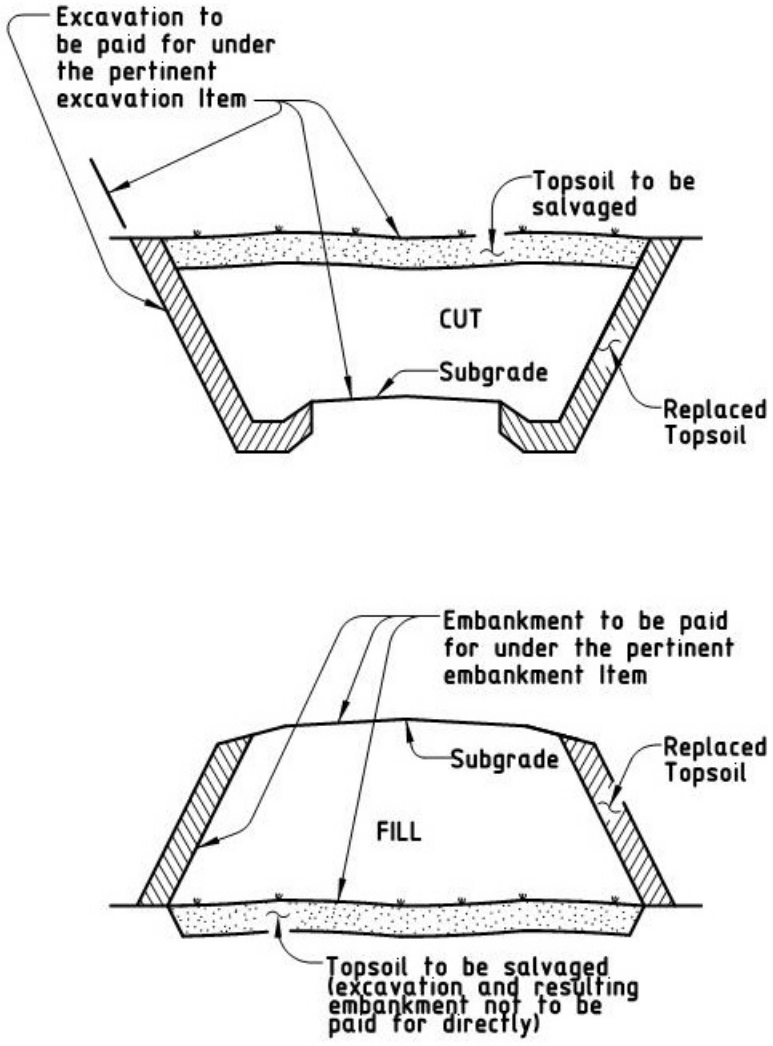


Figure 1
Roadway cross sections showing payment for excavation and embankment.

END OF SECTION

Special Provision 161-WC001
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 WC102, "Mulch"

B. Item WC101, "Soil Ripping"

C. Item 164–WC001, "Seeding for Erosion Control"

D. Item 160–WC001, "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 CY 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 NO_3, NH_4, 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 inch, 70% passing 3/8 inch 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 CO_2 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 inches

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 CFR, Title 40, Part 503 standards for Class A biosolids and TCEQ health and safety regulations as defined in the TAC, Chapter 332, including the time and temperature standards in Subchapter B, Part 23. Meet the requirements of the USCC STA program. (TxDOT, 2014)

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

(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-WC001, “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 NO_3, NH_4, 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 WC102, "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) ft. 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) ft. 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 CMT to a depth no less than four (4) inches to integrate into the subsoil.

6. Lightly rake the ECC compost to ensure good seed to compost contact.

7. Apply ECC at least three (3) ft. over the shoulder of a slope to prevent rill formation and erosion of compost.

8. Do not apply 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 (SW3P), and within 24 hours of every one-half (½) inch or greater rain event until project completion.

END OF SECTION

Special Provision 164-WC001
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-WC001, "Compost"

B. Item 168-WC001, "Vegetative Watering"

C. Item 160-WC001, "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

C. Texas Fertilizer Law

1.4 MEASUREMENT

This item will be measured by the square yard.

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, fertilizer, 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.

E. Submit fertilizer analysis, manufacturer, and product data 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 KNO_3 (potassium nitrate) to overcome dormancy.

Parts A and B of the seed mix tables are the primary seed mixes for application. Part A is not required unless shown in the plans. 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°F – 60°F.

During transit (from storage to sowing), seed should be protected from dramatic temperature fluctuations day after day; temperature cannot exceed 100°F 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
   (800) 728-4043

2. Wildseed Farms, Fredericksburg, TX
   (800) 848-0078

3. Douglass King Company, San Antonio, TX
   (888) 357-3337

Table 1: Type 1 – Tall Native Grass Seed Mix with Wildflowers for Edward's Plateau and Blackland Prairie Eco-Regions

Part A: Wildflowers		
Species	Common Name	lbs. per acre
Cassia (Chamaecrista) fasiculata	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
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 (Prairie) Wildrye	10.00
Leptochloa dubia	Green Sprangletop	4.00
Panicum virgatum	Switchgrass (Upland)	2.00
Schizachyrium scoparium	Little Bluestem	4.00
Sorghastrum nutans	Indian Grass	3.00
		58.00
Part C: Replacement Species and/or Species Added for Increased Diversity		
Species	Common Name	lbs. per acre
Andropogon gerardii	Big Bluestem	4.00
Argemone albiflora	White Prickly Poppy	3.00
Bothriochloa laguroides	Silver Bluestem	
Bouteloua rigidiseta	Texas Grama Grass	2.70
Callirhoe leiocarpa	Annual Winecup	1.20
Castilleja indivisa	Indian Paintbrush	0.15
Dalea candida (Petalostemon candidus)	White Prairie Clover	1.00
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	0.50
Salvia azurea	Pitcher Sage	0.25
Salvia farinacea	Mealy Blue Sage	1.50
Simsia calva	Bush Sunflower	1.75
Solidago nemoralis	Grey Goldenrod	1.75
"Midway Mix" (Native American Seed)	Grasses 1 ft. – 2 ft. tall	2.50

Source: Lady Bird Johnson Wildflower Center, 2010

Table 2: Type 2 – Tall Native Grass Seed Mix with Wildflowers for Post Oak Savanna Eco-Region

Part A: Wildflowers		
Species	Common Name	lbs. per acre
Cassia (Chamaecrista) fasiculata	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
Schizachyrium scoparium	Little bluestem (Native)	4.00
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 rigidiseta	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 ft. – 2 ft. 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
Centaurea Americana	American Basketflower	5.00
Coreopsis tinctoria	Plains Coreopsis	4.00
Desmanthus illinoensis	Illinois Bundleflower	7.50
Engelmannia pinnatifida (Engelmannia peristenia)	Engelmann Daisy (Cutleaf Daisy)	9.00
Helianthus maximiliani	Maximilian Sunflower	2.00
Oenothera speciosa	Pink Evening Primrose	0.50
Rudbeckia (Dracopis) amplexicaulis	Clasping Coneflower	3.00
		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 (Prairie) Wildrye	10.00
Leptochloa dubia	Green Sprangletop	4.00
Panicum virgatum	Switchgrass (Upland)	2.00
Schizachyrium scoparium	Little Bluestem	4.00
Sorghastrum nutans	Indian Grass	3.00
Tripsacum dactyloides	Eastern Gamagrass	10.00
		68.00
Part C: Replacement Species and/or Species Added for Increased Diversity		
Species	Common Name	lbs. per acre
Andropogon gerardii	Big Bluestem	1.00
Andropogon glomeratus	Bushy Bluestem Grass (for moist areas)	0.50
Chasmanthium latifolium	Inland Sea Oats	1.50
Physostegia intermedia	Obedient Plant	0.50
Solidago altissima (S. canadensis)	Tall Goldenrod	0.75
Solidago gigantea	Giant Goldenrod	0.75
Salvia azurea	Pitcher Sage	0.75
"Midway Mix" (Native American Seed)	Grasses 1 ft. – 2 ft. 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
Elymus canadensis	Prairie Wildrye	10.00
Pascopyrum smithii	Western Wheatgrass	9.00
Dalea candida (var. candida)	White Prairie Clover	3.00
		22.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 5: Type 5 – Standard Native Grass Seed Mix for Edward's Plateau and Blackland Prairie Eco-Regions

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
Leptochloa dubia	Green sprangletop	4.00
Panicum virgatum	Switchgrass (upland variety)	2.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sorghastrum nutans	Indian grass	3.00
		58.00

Source: Lady Bird Johnson Wildflower Center, 2009

Table 6: Type 6 – Standard Native Grass Seed Mix for Post Oak Savannah Eco-Region

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 variety)	10.00
Schizachyrium scoparium	Little bluestem (native)	4.00
Sporobolus cryptandrus	Sand dropseed	1.00
Sorghastrum nutans	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) fasiculata	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
Rudbecia 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 ft. – 2 ft. 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) fasiculata	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	Standying Cypress	3.00
Mondardo citriodora	Lemon Mint	1.50
Oenothera speciosa	Pink Evening Primrose	0.25
Rudbecia 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 ft. – 2 ft. 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

Table 10: Type 10 – Warm Season Mix for Edward's Plateau, Blackland Prairie, and Post Oak Savannah Eco-Regions

Species	Common Name	lbs. per acre
Seleria italica	Foxtail Millet	34
		34

Table 11: Type 11 – Substitute Standard Mix for Blackland Prairie Eco-Regions

Species	Common Name	lbs. per acre
Cynodon dactylon	Bermuda	10
		10

B. Cool Season Temporary Cover Seed

If native grass seed is to be installed during the winter period of November 8th to February 14th, 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. Warm Season Temporary Cover Seed

Between the dates of May 1st to August 31st, use Temporary Warm Season Seeding (Type 10) as specified on the plans, or as directed.

D. Warm Season Permanent Cover Seed Substitute

For installation in areas with curb and gutter, substitute applicable Type 7 or Type 8 Standard Short Native Grass Seed in lieu of Tall Native selections.

E. Substitute Standard Mix for Blackland Prairie Eco-Regions

Table 11 (Type 11) may be substituted in areas where adjacent private property employs the use of herbicides which limits the plant establishment of specified seasonal seeding.

F. Compost Manufactured Topsoil (CMT) and Erosion Control Compost (ECC)

As specified in Item 161–WC001, “Compost.”

G. Topsoil

As specified in Item 160–WC001, “Topsoil.”

H. Humic Acid

Humic Acid can be obtained from the following supplier or approved equal:

1. Medina Agriculture Products
   (830) 426-3011

I. Fertilizer

Use a complete fertilizer containing nitrogen (N), phosphoric acid (P), and potash (K) nutrients. Ensure at least 50% of the nitrogen component is a slow-release sulfur-coated urea. Ensure that fertilizer is in an acceptable condition for distribution in containers labeled with product analysis. Fertilizer is subject to testing in accordance with Texas Fertilizer Law. Deliver and apply the complete fertilizer uniformly, as a dry material, at a rate equal to 60 lbs. of nitrogen per acre or at the analysis and rate specified on the plans.

J. 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.

K. Vegetative Watering

Clean, fresh, and free of substances or matter that could inhibit vigorous growth of plants. As specified in Item 168–WC001, “Vegetative Watering.”

L. No Mowing Notice Sign

As specified in Item 636, “Aluminum Signs.”

M. 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/fertilizer 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) ft. from the road pavement.

B. Following road pavement, initiate seed installation following grading and topsoil or compost/fertilizer 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. Installation

1. Remove and dispose of objectionable material from the topsoil source before beginning the work.

B. 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/fertilizer 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 0.16 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.

C. 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 inches.

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 ($^1/_3$) 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.

D. Seeding Schedule

1. The preferred time to seed is from September 21st to November 7th to take advantage of winter rains.

2. Native Grass Seeding Schedule:

Table 12: Seeding Schedule

	OPTIMUM PLANTING TIME			
	Fall Seeding	Winter Seeding	Spring Seeding	Summer Seeding
Seeding Dates	Sept. 21st – Nov. 7th	Nov. 8th – Feb. 14th	Feb. 15th – June 15th	June 16th – Sept. 20th
Grass Type	Type 1 Type 2 Type 5 Type 7 Type 8 Type 9 Type 11	Type 1 Type 2 Type 5 Type 6 Type 7 Type 9 Type 11	Type 5 or 6	Type 10
		PLUS	PLUS (Only if Directed)	PLUS
Supplemental Grass		Apply the Table 4: Type 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 Permanent Type 1,Type 3, or Type 5 Grass Mix in the Fall Seeding Time Period

E. 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-WC001, "Vegetative Watering" or as directed.

F. 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 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-WC001, "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 (½) inch 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.

END OF SECTION

Special Provision 168-WC001
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-WC001, "Seeding for Erosion Control"

B. Item WC104, "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 and 8.4 to be acceptable for use as irrigation water (MSUES, 2009). Soluble salt levels between 0 and 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 one-half (½) inch or greater allows the postponement of watering until the next scheduled irrigation.

2. Daily ET rates for the County may be found at this AgriLife Extension website: http://texaset.tamu.edu/

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	Min. 1 inch	Min. 2 times per day
Phase 1 – Next 10 days	Min. 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 inches 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 15th, and should be reinstated beginning February 15th.

Note 4: Reference Item 164-WC001, "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 15th, and should be reinstated beginning February 15th.

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-WC001, "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 WC101, “Soil Ripping.” Damaged areas should be regraded and reseeded immediately.

END OF SECTION

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 and 7th bullet is deleted and replaced by the following:

- 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

- 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 Provision 506-WC001

Temporary Erosion, Sedimentation, and Environmental Controls

For this project, Item 506, "Temporary Erosion, Sedimentation, and Environmental Controls," of the Standard Specifications, is hereby voided and replaced with the following.

PART 1 – GENERAL

1.1 DESCRIPTION

Install, maintain, and remove erosion, sedimentation, and environmental control measures to prevent or reduce the discharge of pollutants in accordance with the Storm Water Pollution Prevention Plan (SW3P) in the plans and the Texas Pollutant Discharge Elimination System (TPDES) General Permit TXR150000.

1.2 MEASUREMENT

A. Rock Filter Dams

Installation or removal of rock filter dams will be measured by the foot or by the cubic yard. The measured volume will include sandbags when used.

1. Linear Measurement

When rock filter dams are measured by the foot, measurement will be along the centerline of the top of the dam.

2. Volume Measurement

When rock filter dams are measured by the cubic yard, measurement will be based on the volume of rock computed by the method of average end areas.

a. Installation: Measurement will be made in final position.

b. Removal: Measurement will be made at the point of removal.

B. Temporary Pipe Slope Drains

Temporary pipe slope drains will be measured by the foot.

C. Temporary Paved Flumes

Temporary paved flumes will be measured by the square yard of surface area. The measured area will include the energy dissipater at the flume outlet.

D. Construction Exits

Construction exits will be measured by the square yard of surface area.

E. Earthwork for Erosion and Sediment Control

1. Equipment and Labor Measurement

   Equipment and labor used will be measured by the actual number of hours the equipment is operated and the labor is engaged in the work.

2. Volume Measurement

   a. In Place

      i. Excavation

         Excavation will be measured by the cubic yard in its original position and the volume computed by the method of average end areas.

      ii. Embankment

         Embankment will be measured by the cubic yard in its final position by the method of average end areas. The volume of embankment will be determined between:

         - the original ground surfaces or the surface upon that the embankment is to be constructed for the feature and
         - the lines, grades, and slopes of the accepted embankment for the feature.

   b. In Vehicles

      Excavation and embankment quantities will be combined and paid for under "Earthwork (Erosion and Sediment Control, In Vehicle)." Excavation will be measured by the cubic yard in vehicles at the point of removal. Embankment will be measured by the cubic yard in vehicles measured at the point of delivery. Shrinkage or swelling factors will not be considered in determining the calculated quantities.

F. Construction Perimeter Fence

   Construction perimeter fence will be measured by the foot.

G. Sandbags for Erosion Control

   Sandbags will be measured as each sandbag or by the foot along the top of sandbag berms or dams.

H. Temporary Sediment-Control Fence

   Installation or removal of temporary sediment-control fence will be measured by the foot.

I. Biodegradable Erosion Control Logs

   Installation or removal of biodegradable erosion control logs will be measured by the foot along the centerline of the top of the control logs.

J. Vertical Tracking

   Vertical tracking will not be measured or paid for directly, but is considered subsidiary to this Item.

1.3 PAYMENT

The following will not be paid for directly, but are subsidiary to pertinent Items:

- erosion-control measures for Contractor project-specific locations (PSLs) inside and outside the right-of-way (such as construction and haul roads, field offices, equipment and supply areas, plants, and material sources);

- removal of litter, unless a separate pay item is shown on the plans;
- repair to devices and features damaged by Contractor operations;
- added measures and maintenance needed due to negligence, carelessness, lack of maintenance, and failure to install permanent controls;
- removal and reinstallation of devices and features needed for the convenience of the Contractor;
- finish grading and dressing upon removal of the device; and
- minor adjustments including, but not limited to plumbing posts, reattaching fabric, minor grading to maintain slopes on an erosion embankment feature, or moving small numbers of sandbags.

Stabilization of disturbed areas will be paid for under pertinent Items.

Furnishing and installing pipe for outfalls associated with sediment traps and ponds will not be paid for directly, but is subsidiary to the excavation and embankment under this Item.

A. Rock Filter Dams

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 as follows:

1. Installation

Installation will be paid for as "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal

Removal will be paid for as "Rock Filter Dams (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

When the Owner directs that the rock filter dam installation or portions thereof be replaced, payment will be made at the unit price bid for "Rock Filter Dams (Remove)" and for "Rock Filter Dams (Install)" of the type specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

B. Temporary Pipe Slope Drains

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 "Temporary Pipe Slope Drains" of the size specified. This price is full compensation for furnishing materials, removal and disposal, furnishing and operating equipment, labor, tools, and incidentals.

Removal of temporary pipe slope drains will not be paid for directly, but is subsidiary to the installation Item. When the Owner directs that the pipe slope drain installation or portions thereof be replaced, payment will be made at the unit price bid for "Temporary Pipe Slope Drains" of the size specified, which is full compensation for the removal and reinstallation of the pipe drain.

Earthwork required for the pipe slope drain installation, including construction of the sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

Riprap concrete or stone, when used as an energy dissipater or as a stabilized sediment trap, will be measured and paid for in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes

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 "Temporary Paved Flume (Install)" or "Temporary Paved Flume (Remove)." This price is full compensation for furnishing and placing materials, removal and disposal, equipment, labor, tools, and incidentals.

When the Owner directs that the paved flume installation or portions thereof be replaced, payment will be made at the unit prices bid for "Temporary Paved Flume (Remove)" and "Temporary Paved Flume (Install)." These prices are full compensation for the removal and replacement of the paved flume and for equipment, labor, tools, and incidentals.

Earthwork required for the paved flume installation, including construction of a sediment trap, will be measured and paid for under "Earthwork for Erosion and Sediment Control."

D. Construction Exits

Contractor-required construction exits from off right-of-way locations or on right-of-way PSLs will not be paid for directly, but are subsidiary to pertinent Items.

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" for construction exits needed on right-of-way access to work areas required by the Owner will be paid for at the unit price bid for "Construction Exits (Install)" of the type specified or "Construction Exits (Remove)." This price is full compensation for furnishing and placing materials, excavating, removal and disposal, cleaning vehicles, labor, tools, and incidentals.

When the Owner directs that a construction exit or portion thereof be removed and replaced, payment will be made at the unit prices bid for "Construction Exit (Remove)" and "Construction Exit (Install)" of the type specified. These prices are full compensation for the removal and replacement of the construction exit and for equipment, labor, tools, and incidentals.

Construction of sediment traps used in conjunction with the construction exit will be measured and paid for under "Earthwork for Erosion and Sediment Control."

E. Earthwork for Erosion and Sediment Control

1. Initial Earthwork for Erosion and Sediment Control

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 "Excavation (Erosion and Sediment Control, In Place)," "Embankment (Erosion and Sediment Control, In Place)," "Excavation (Erosion and Sediment Control, In Vehicle)," "Embankment (Erosion and Sediment Control, (In Vehicle)," or "Earthwork (Erosion and Sediment Control, In Vehicle)."

This price is full compensation for excavation and embankment, including hauling, disposal of material not used elsewhere on the project; embankments, including furnishing material from approved sources and construction of erosion-control features; and equipment, labor, tools, and incidentals.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

2. Maintenance Earthwork for Erosion and Sediment Control for Cleaning and Restoring Control Measures

The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid under a Contractor Force Account Item from invoice provided to the Owner.

This price is full compensation for excavation, embankment, and re-grading, including removal of accumulated sediment in various erosion control installations as directed, hauling, and disposal of material not used elsewhere on the project, excavation for construction of erosion-control features, embankments, including furnishing material from approved sources and construction of erosion-control features, and equipment, labor, tools, and incidentals.

Earthwork needed to remove and obliterate erosion-control features will not be paid for directly, but is subsidiary to pertinent Items unless otherwise shown on the plans.

Sprinkling and rolling required by this Item will not be paid for directly, but will be subsidiary to this Item.

F. Construction Perimeter Fence

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 "Construction Perimeter Fence." This price is full compensation for furnishing and placing the fence, digging, fence posts, wire, and flagging, removal and disposal, and materials, equipment, labor, tools, and incidentals.

Removal of construction perimeter fence will be not paid for directly, but is subsidiary to the installation Item. When the Owner directs that the perimeter fence installation or portions thereof be removed and replaced, payment will be made at the unit price bid for "Construction Perimeter Fence," which is full compensation for the removal and reinstallation of the construction perimeter fence.

G. Sandbags for Erosion Control

Sandbags will be paid for at the unit price bid for "Sandbags for Erosion Control" (of the height specified when measurement is by the foot). This price is full compensation for materials, placing sandbags, removal and disposal, equipment, labor, tools, and incidentals.

Removal of sandbags will not be paid for directly but is subsidiary to the installation Item. When the Owner directs that the sandbag installation or portions thereof be replaced, payment will be made at the unit price bid for "Sandbags for Erosion Control," which is full compensation for the reinstallation of the sandbags.

H. Temporary Sediment-Control Fence

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 as follows:

1. Installation

Installation will be paid for as "Temporary Sediment-Control Fence (Install)." This price is full compensation for furnishing and operating equipment, finish backfill and grading, lacing, proper disposal, labor, materials, tools, and incidentals.

2. Removal

Removal will be paid for as "Temporary Sediment-Control Fence (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

I. Biodegradable Erosion Control Logs

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 as follows:

1. Installation

   Installation will be paid for as "Biodegradable Erosion Control Logs (Install)" of the size specified. This price is full compensation for furnishing and operating equipment, finish backfill and grading, staking, proper disposal, labor, materials, tools, and incidentals.

2. Removal

   Removal will be paid for as "Biodegradable Erosion Control Logs (Remove)." This price is full compensation for furnishing and operating equipment, proper disposal, labor, materials, tools, and incidentals.

J. Vertical Tracking

Vertical tracking will not be measured or paid for directly, but is considered subsidiary to this Item.

PART 2 – PRODUCTS

2.1 MATERIALS

Furnish materials in accordance with the following:

- Item 161, "Compost"
- Item 432, "Riprap"
- Item 556, "Pipe Underdrains"

A. Rock Filter Dams

1. Aggregate

   Furnish aggregate with hardness, durability, cleanliness, and resistance to crumbling, flaking, and eroding acceptable to the Owner. Provide the following:

   a. Type 1, Type 2, and Type 4 rock filter dams: Use three (3) inches to six (6) inches aggregate.

   b. Type 3 rock filter dams: Use four (4) inches to eight (8) inches aggregate.

2. Wire

   Provide minimum twenty (20) gauge galvanized wire for the steel wire mesh and tie wires for Types 2 and Type 3 rock filter dams. Type 4 dams require:

   a. a double-twisted, hexagonal weave with a nominal mesh opening of 2½ inches by 3¼ inches;

   b. minimum 0.0866 inches steel wire for netting;

   c. minimum 0.1063 inches steel wire for selvages and corners; and

   d. minimum 0.0866 inches for binding or tie wire.

3. Sandbag Material

   Furnish sandbags meeting Section 506.2.8., "Sandbags," except that any gradation of aggregate may be used to fill the sandbags.

B. Temporary Pipe Slope Drains

Provide corrugated metal pipe, polyvinyl chloride (PVC) pipe, flexible tubing, watertight connection bands, grommet materials, prefabricated fittings, and flared entrance sections that conform to the plans. Recycled and other materials meeting these requirements are allowed if approved.

Furnish concrete in accordance with Item 432, "Riprap."

C. Temporary Paved Flumes

Furnish asphalt concrete, hydraulic cement concrete, or other comparable non-erodible material that conforms to the plans. Provide rock or rubble with a minimum diameter of six (6) inches and a maximum volume of one-half (½) $ft.^3$ for the construction of energy dissipaters.

D. Construction Exits

Provide materials that meet the details shown on the plans and this Section.

1. Rock Construction Exit

Provide crushed aggregate for long-term and short-term construction exits. Furnish aggregates that are clean, hard, durable, and free from adherent coatings such as salt, alkali, dirt, clay, loam, shale, soft or flaky materials, and organic and injurious matter. Use four (4) inch to eight (8) inch aggregate for Type 1. Use two (2) inch to four (4) inch aggregate for Type 3.

2. Timber Construction Exit

Furnish No. 2 quality or better railroad ties and timbers for long-term construction exits, free of large and loose knots, and treated to control rot. Fasten timbers with nuts and bolts or lag bolts, of at least one-half (½) inch diameter, unless otherwise shown on the plans or allowed. Provide plywood or pressed wafer board at least one-half (½) inch thick for short-term exits.

3. Foundation Course

Provide a foundation course consisting of flexible base, bituminous concrete, hydraulic cement concrete, or other materials as shown on the plans or directed.

E. Embankment for Erosion Control

Provide rock, loam, clay, topsoil, or other earth materials that will form a stable embankment to meet the intended use.

F. Pipe

Provide pipe outlet material in accordance with Item 556, "Pipe Underdrains," and details shown on the plans.

G. Construction Perimeter Fence

1. Posts

Provide essentially straight wood or steel posts that are at least sixty (60) inches long. Furnish soft wood posts with a minimum diameter of three (3) inches or use nominal two (2) inch by four (4) inch boards. Furnish hardwood posts with a minimum cross-section of 1½ inches by $1^1/_5$ inches. Furnish T-shaped or L-shaped steel posts with a minimum weight of 0.5 lbs. per foot.

2. Fence

   Provide orange construction fencing as approved.

3. Fence Wire

   Provide eleven (11) gauge or larger galvanized smooth or twisted wire. Provide sixteen (16) gauge or larger tie wire.

4. Flagging

   Provide brightly-colored flagging that is fade-resistant and at least ¾ inches wide to provide maximum visibility both day and night.

5. Staples

   Provide staples with a crown at least one-half (½) inch wide and legs at least one-half (½) inch long.

6. Used Materials

   Previously used materials meeting the applicable requirements may be used if approved.

H. Sandbags

Provide sandbag material of polypropylene, polyethylene, or polyamide woven fabric with a minimum unit weight of four (4) oz. per square yard, a Mullen burst-strength exceeding 300 psi, and an ultraviolet stability exceeding 70%.

Use natural coarse sand or manufactured sand meeting the gradation given in Table 1 to fill sandbags. Filled sandbags must be twenty-four (24) inches to thirty (30) inches long, sixteen (16) inches to eighteen (18) inches wide, and six (6) inches to eight (8) inches thick.

Table 1: Sand Gradation

Sieve #	Retained (% by Weight)
4	Maximum 3%
100	Minimum 80%
200	Minimum 95%

Aggregate may be used instead of sand for situations where sandbags are not adjacent to traffic. The aggregate size shall not exceed $^{3}/_{8}$ inch.

I. Temporary Sediment Control Fence

Provide a net-reinforced fence using woven geo-textile fabric. Logos visible to the traveling public will not be allowed.

1. Fabric

   Provide fabric materials in accordance with DMS-6230, “Temporary Sediment Control Fence Fabric.”

2. Posts

   Provide essentially straight wood or steel posts with a minimum length of 48 inches, unless otherwise shown on the plans. Furnish soft wood posts at least three (3) inches in diameter or use nominal two (2) inch by four (4) inch boards. Furnish hardwood posts with a minimum cross-section of 1½ inches by 1½ inches. Furnish T-shaped or L-shaped steel posts with a minimum weight of 1.3 lbs. per foot.

3. Net Reinforcement

Provide net reinforcement of at least 12½ gauge galvanized welded wire mesh, with a maximum opening size of two (2) inches by four (4) inches, at least twenty-four (24) inches wide, unless otherwise shown on the plans.

4. Staples

Provide staples with a crown at least ¾ inch wide and legs one-half (½) inch long.

5. Used Materials

Use recycled material meeting the applicable requirements if approved.

J. Biodegradable Erosion Control Logs

1. Core Material

Furnish core material that is biodegradable or recyclable. Use compost, mulch, aspen excelsior wood fibers, chipped site vegetation, agricultural rice or wheat straw, coconut fiber, 100% recyclable fibers, or any other acceptable material unless specifically called out on the plans. Permit no more than 5% of the material to escape from the containment mesh. Furnish compost meeting the requirements of Item 161, "Compost."

2. Containment Mesh

Furnish containment mesh that is 100% biodegradable, photodegradable, or recyclable such as burlap, twine, UV photodegradable plastic, polyester, or any other acceptable material.

Furnish biodegradable or photodegradable containment mesh when log will remain in place as part of a vegetative system.

Furnish recyclable containment mesh for temporary installations.

3. Size

Furnish biodegradable erosion control logs with diameters shown on the plans or as directed. Stuff containment mesh densely so logs do not deform.

PART 3 – EXECUTION

3.1 Construction

A. Contractor Responsibilities

Implement the Owner's SW3P for the project in accordance with the plans and specifications, TPDES General Permit TXR150000, and as directed by the Owner. Develop and implement an SW3P for project-specific material supply plants within and outside of the Owner's right-of-way in accordance with the specific or general storm water permit requirements. Prevent water pollution from storm water associated with construction activity from entering any surface water or private property on or adjacent to the project site.

B. General

1. Phasing

Implement control measures in the area to be disturbed before beginning construction or as directed. Limit the disturbance to the area shown on the plans or as directed. If, in the opinion of the Owner, the Contractor cannot control soil erosion and sedimentation resulting from construction operations, the Owner will limit the disturbed area to that which the Contractor is able to control. Minimize disturbance to vegetation.

2. Maintenance

Immediately correct ineffective control measures. Implement additional controls as directed. Remove excavated material within the time requirements specified in the applicable storm water permit.

3. Stabilization

Stabilize disturbed areas where construction activities will be temporarily stopped in accordance with the applicable storm water permit. Establish a uniform vegetative cover. The project will not be accepted until a 70% density of existing adjacent undisturbed areas is obtained, unless otherwise shown on the plans. When shown on the plans, the Owner may accept the project when adequate controls are in place that will control erosion, sedimentation, and water pollution until sufficient vegetative cover can be established.

4. Finished Work

Upon acceptance of vegetative cover, remove and dispose of all temporary control measures, temporary embankments, bridges, matting, falsework, piling, debris, or other obstructions placed during construction that are not a part of the finished work or as directed.

5. Restricted Activities and Required Precautions

Do not discharge onto the ground or surface waters any pollutants such as chemicals, raw sewage, fuels, lubricants, coolants, hydraulic fluids, bitumens, or any other petroleum product. Operate and maintain equipment on-site to prevent actual or potential water pollution. Manage, control, and dispose of litter on-site such that no adverse impacts to water quality occur. Prevent dust from creating a potential or actual unsafe condition, public nuisance, or condition endangering the value, utility, or appearance of any property. Wash out concrete trucks only as described in the TPDES General Permit TXR150000. Utilize appropriate controls to minimize the off-site transport of suspended sediments and other pollutants if it is necessary to pump or channel standing water (i.e. dewatering). Prevent discharges that would contribute to a violation of Edwards Aquifer Rules, water quality standards, the impairment of a listed water body, or other state or federal law.

C. Installation, Maintenance, and Removal Work

Perform work in accordance with the SW3P, according to manufacturers' guidelines, and in accordance with the TPDES General Permit TXR150000. Install and maintain the integrity of temporary erosion and sedimentation control devices to accumulate silt and debris until soil disturbing activities are completed and permanent erosion control features are in place or the disturbed area has been adequately stabilized as determined by the Owner. If a device ceases to function as intended, repair or replace the device or portions thereof as necessary. Remove sediment, debris, and litter. When approved, sediments may be disposed of within embankments, or in the right-of-way in areas where the material will not contribute to further siltation. Dispose of removed material in accordance with federal, state, and local regulations.

Remove devices upon approval or as directed. Finish-grade and dress the area upon removal. Stabilize disturbed areas in accordance with the permit and as shown on the plans or as directed. Materials removed are considered consumed by the project. Retain ownership of stockpiled material and remove it from the project when new installations or replacements are no longer required.

1. Rock Filter Dams for Erosion Control

   Remove trees, brush, stumps, and other objectionable material that may interfere with the construction of rock filter dams. Place sandbags as a foundation when required or at the Contractor's option.

   Place the aggregate to the lines, height, and slopes specified, without undue voids for Types 1, 2, 3, and 5. Place the aggregate on the mesh and then fold the mesh at the upstream side over the aggregate and secure it to itself on the downstream side with wire ties or hog rings for Types 2 and Type 3, or as directed. Place rock filter dams perpendicular to the flow of the stream or channel unless otherwise directed. Construct filter dams according to the following criteria unless otherwise shown on the plans:

   a. Type 1: Non-reinforced

      i. Height: At least eighteen (18) inches measured vertically from existing ground to top of filter dam

      ii. Top Width: At least two (2) ft.

      iii. Slopes: No steeper than 2:1

   b. Type 2: Reinforced

      i. Height: At least eighteen (18) inches measured vertically from existing ground to top of filter dam

      ii. Top Width: At least two (2) ft.

      iii. Slopes: No steeper than 2:1

   c. Type 3: Reinforced

      i. Height: At least thirty-six (36) inches measured vertically from existing ground to top of filter dam

      ii. Top Width: At least two (2) ft.

      iii. Slopes: No steeper than 2:1

   d. Type 4: Sack Gabions

      Unfold sack gabions and smooth out kinks and bends. Connect the sides by lacing in a single loop–double loop pattern on four (4) inch to 5 inch spacing for vertical filling. Pull the end lacing rod at one end until tight, wrap around the end, and twist four (4) times. Fill with stone at the filling end, pull the rod tight, cut the wire with approximately six (6) inches remaining, and twist wires four (4) times.

      Place the sack flat in a filling trough, fill with stone, connect sides, and secure ends as described above for horizontal filling.

      Lift and place without damaging the gabion. Shape sack gabions to existing contours.

   e. Type 5: Provide rock filter dams as shown on the plans.

2. Temporary Pipe Slope Drains

   Install pipe with a slope as shown on the plans or as directed. Construct embankment for the drainage system in eight (8) inch lifts to the required elevations. Hand-tamp the soil around and under the entrance section to the top of the embankment as shown on the plans or as directed. Form the top of the embankment or earth dike over the pipe slope drain at least one (1) ft. higher than the top of the inlet pipe at all points. Secure the pipe with hold-downs or hold-down grommets spaced a maximum of ten (10) ft. on

center. Construct the energy dissipaters or sediment traps as shown on the plans or as directed. Construct the sediment trap using concrete or rubble riprap in accordance with Item 432, "Riprap," when designated on the plans.

3. Temporary Paved Flumes

Construct paved flumes as shown on the plans or as directed. Provide excavation and embankment (including compaction of the subgrade) of material to the dimensions shown on the plans unless otherwise indicated. Install a rock or rubble riprap energy dissipater, constructed from the materials specified above, to a minimum depth of nine (9) inches at the flume outlet to the limits shown on the plans or as directed.

4. Construction Exits

Prevent traffic from crossing or exiting the construction site or moving directly onto a public roadway, alley, sidewalk, parking area, or other right-of-way areas other than at the location of construction exits when tracking conditions exist. Construct exits for either long-term or short-term use.

a. Long-Term

Place the exit over a foundation course as required. Grade the foundation course or compacted subgrade to direct runoff from the construction exits to a sediment trap as shown on the plans or as directed. Construct exits with a width of at least fourteen (14) ft. for one-way and twenty (20) ft. for two-way traffic for the full width of the exit or as directed.

i. Type 1: Construct to a depth of at least eight (8) inches using crushed aggregate as shown on the plans or as directed.

ii. Type 2: Construct using railroad ties and timbers as shown on the plans or as directed.

b. Short-Term

i. Type 3: Construct using crushed aggregate, plywood, or wafer board. This type of exit may be used for daily operations where long-term exits are not practical.

ii. Type 4: Construct as shown on the plans or as directed.

5. Earthwork for Erosion Control

Perform excavation and embankment operations to minimize erosion and to remove collected sediments from other erosion control devices.

a. Excavation and Embankment for Erosion Control Features

Place earth dikes, swales, or combinations of both along the low crown of daily lift placement, or as directed, to prevent runoff spillover. Place swales and dikes at other locations as shown on the plans or as directed to prevent runoff spillover or to divert runoff. Construct cuts with the low end blocked with undisturbed earth to prevent erosion of hillsides. Construct sediment traps at drainage structures in conjunction with other erosion control measures as shown on the plans or as directed.

Create a sediment basin, where required, providing 3,600 cu. ft. of storage per acre drained, or equivalent control measures for drainage locations that serve an area with ten (10) or more disturbed acres at one time, not including off-site areas.

b. Excavation of Sediment and Debris

Remove sediment and debris when accumulation affects the performance of the devices, after a rain, and when directed.

6. Construction Perimeter Fence

Construct, align, and locate fencing as shown on the plans or as directed.

a. Installation of Posts

Embed posts eighteen (18) inches deep or adequately anchor in rock, with a spacing of eight (8) ft. to ten (10) ft.

b. Wire Attachment

Attach the top wire to the posts at least three (3) ft. from the ground. Attach the lower wire midway between the ground and the top wire.

c. Flag Attachment

Attach flagging to both wire strands midway between each post. Use flagging at least eighteen (18) inches long. Tie flagging to the wire using a square knot.

7. Sandbags for Erosion Control

Construct a berm or dam of sandbags that will intercept sediment-laden storm water runoff from disturbed areas, create a retention pond, detain sediment, and release water in sheet flow. Fill each bag with sand so that at least the top six (6) inches of the bag is unfilled to allow for proper tying of the open end. Place the sandbags with their tied ends in the same direction. Offset subsequent rows of sandbags one-half (½) the length of the preceding row. Place a single layer of sandbags downstream as a secondary debris trap. Place additional sandbags as necessary or as directed for supplementary support to berms or dams of sandbags or earth.

8. Temporary Sediment-Control Fence

Provide temporary sediment-control fence near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the fence into erosion-control measures used to control sediment in areas of higher flow. Install the fence as shown on the plans, as specified in this Section, or as directed.

a. Installation of Posts

Embed posts at least eighteen (18) inches deep, or adequately anchor if in rock, with a spacing of six (6) ft. to eight (8) ft. and install on a slight angle toward the runoff source.

b. Fabric Anchoring

Dig trenches along the uphill side of the fence to anchor six (6) inches to eight (8) inches of fabric. Provide a minimum trench cross-section of six (6) inches by six (6) inches. Place the fabric against the side of the trench and align approximately two (2) inches of fabric along the bottom in the upstream direction. Backfill the trench, then hand-tamp.

c. Fabric and Net Reinforcement Attachment

Attach the reinforcement to wooden posts with staples, or to steel posts with T-clips, in at least four (4) places equally spaced unless otherwise shown on the plans. Sewn vertical pockets may be used to attach reinforcement to end posts. Fasten the fabric to the top strand of reinforcement by hog rings or cord every fifteen (15) inches or less.

d. Fabric and Net Splices

Locate splices at a fence post with a minimum lap of six (6) inches attached in at least six (6) places equally spaced unless otherwise shown on the plans. Do not locate splices in concentrated flow areas.

Requirements for installation of used temporary sediment-control fence include the following:

i. fabric with minimal or no visible signs of biodegradation (weak fibers);

ii. fabric without excessive patching (more than one (1) patch every fifteen (15) ft. to twenty (20) ft.);

iii. posts without bends; and

iv. backing without holes.

9. Biodegradable Erosion Control Logs

Install biodegradable erosion control logs near the downstream perimeter of a disturbed area to intercept sediment from sheet flow. Incorporate the biodegradable erosion control logs into the erosion measures used to control sediment in areas of higher flow. Install, align, and locate the biodegradable erosion control logs as specified below, as shown in plans or as directed.

Secure biodegradable erosion control logs in a method adequate to prevent displacement as a result of normal rain events, prevent damage to the logs, and to the satisfaction of the Owner such that flow is not allowed under the logs. Temporarily removing and replacing biodegradable erosion logs as to facilitate daily work is allowed at the Contractor's expense.

10. Vertical Tracking

Perform vertical tracking on slopes to temporarily stabilize soil. Provide equipment with a track undercarriage capable of producing a linear soil impression measuring a minimum of twelve (12) inches long by two (2) inches to four (4) inches wide by one-half (½) inch to two (2) inches deep. Do not exceed twelve (12) inches between track impressions. Install continuous linear track impressions where the twelve (12) inches length impressions are perpendicular to the slope. Vertical tracking is required on projects where soil disturbing activities have occurred unless otherwise approved.

END OF SECTION

Special Provision 504S – Adjusting Structures

Add the following to section 504S.6 – Payment:

A.

Pay Item No. SP 504S-GV:	Remove Valve	Per Each

Special Provision 510– Pipe – 10-3-13

Section 510.4 Measurement. Add the following:

Connecting to Asbestos Concrete Pipe throughout the project shall conform to the Specifications in Sections: 01910, 01902, 01904, 01910, 01915, and 01917 of this document, also all notes called out on the plans, and all State requirements as listed in said specifications to protect the workers and the general public safety.

Section 510.5 Payment. Add the following
(14) AC-Pipe Connections.

When called for in the bid, wet connections to Asbestos Concrete pipe will be paid at the unit price per each, complete in place, according to the size of the main in service and connection size, and shall be full compensation for all work required to make the connection and place the pipe in service. (See subsection 510.3 'Construction Methods' part (24) (b) 'Wet Connections to Existing Water System'). The AC-Pipe connections shall also conform to all Asbestos Specifications in Sections: 01910, 01902, 01904, 01910, 01915, and 01917 of this document, also all notes called out on the plans, and all State requirements as listed in said specifications to protect the workers and the general public safety.

Pay Item No. 510-JW-AC:___x____ Dia:	Wet Connections, ____Dia x _____Dia	Per Each.

Special Provision Section 1901 – Scope of Work for Asbestos Abatement

Add a Measurement section with the following:

A. Regarding the removal of asbestos cement pipe up to existing couplings, the work performed and materials furnished shall be measured per linear feet (LF).
B. Regarding mobilization for asbestos abatement activities, the work performed shall be measured per each (EA).
C. Regarding the handling, bagging, labeling, transportation and disposal of asbestos cement pipe by a licensed asbestos abatement personnel, the work performed and materials furnished shall be measured per work day (WD).

Add a Payment section with the following:

A.

Pay Item No. SP 1901-1:	Removing AC Pipe	Per Linear Foot

B.

Pay Item No. SP 1901-2:	Mobilization for Asbestos Abatement	Per Each

C.

Pay Item No. SP 1901-3:	Asbestos Pipe Removal, Handling, Bagging, Labeling, Transportation, Disposal By a Licensed Asbestos Abatement Personnel, Complete in Place	Per Working Day

Special Specifications

Special Specification WC101
Soil Ripping

PART 1 – GENERAL

1.1 DESCRIPTION

Soil ripping is a treatment measure that loosens overly compacted soil. Soil ripping is the plowing of the ground to alleviate compaction to allow for vegetated growth and to prevent erosion in sheet flow conditions. Perform soil ripping on designated areas according to the plans or as directed.

1.2 RELATED ITEMS

A. Item 160-WC001, “Topsoil”

B. Item 161-WC001, “Compost”

C. Item WC102, “Mulch”

D. Item 164-WC001, “Seeding for Erosion Control”

E. Item 506-WC001, “Temporary Erosion, Sedimentation and Environmental Controls”

1.3 MEASUREMENT & PAYMENT

Not measured or paid directly. This item is subsidiary to other items in the contract. The contractor should apply the quantity of project seeding area with 2.2 and 2.3 of this specification for estimation purposes.

1.4 QUALITY CONTROL SUBMITTALS

A. Submit soil ripping equipment data for approval, prior to installation.

PART 2 – EXECUTION

2.1 SEQUENCING

A. Complete final grading in accordance with the plans or as directed.

B. Soil ripping should be performed prior to the installation of compost and/or topsoil, mulch, and/or native grass seeding and wildflower seeding.

2.2 CONSTRUCTION

A. Installation:

1. All soil surfaces with a slope of 3:1 or less that are compacted due to equipment traffic should be ripped.

2. Perform soil ripping parallel and perpendicular (in both directions) to the slope at location, groove spacing, and depth shown on the plans as well as any additional areas that have been compacted during construction

activities to achieve a standard proctor density of 80% – 85% in channels and 70% – 75% in non-channel areas.

3. If construction activities are on-going, repeat procedure as necessary.

4. Soil ripping should not be implemented within a drainage channel or in channel flow conditions.

2.3 MAINTENANCE

A. Routinely inspect the soil ripping weekly during construction and within 24 hours after every one-half (½) inch or greater rainfall event. Inspections should ensure that:

1. No slumping of the rips has occurred.

2. The ripping was installed at the appropriate depth and spacing.

3. The contour rips are parallel and perpendicular to the slope.

B. If major slumping or slope failure occurs, the area should be regraded and reseeded. If minor slumping or rills occur, the specified topsoil and/or compost and seeding for the area in the plans may be applied, at the discretion of the Owner's Representative.

C. Continue to inspect the area on a weekly basis until vegetation has been established.

END OF SECTION

Special Provision WC102
Mulch

PART 1 – GENERAL

1.1 DESCRIPTION

Furnish and apply mulch as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item 161-WC001, “Compost”

B. Item WC103, “Mulch Topdressing”

C. Item 506-WC001, “Temporary Erosion, Sedimentation, and Environmental Controls”

1.3 MEASUREMENT & PAYMENT

Not measured or paid directly. This item is subsidiary to other items of the contract.

1.4 QUALITY CONTROL SUBMITTALS

A. Submit one (1) pound sample of on-site shredded mulch for approval.

B. Submit imported organic mulch product data and supplier information, including product composition, as well as a one (1) pound sample for approval.

C. A statement that the shredded mulch has met the decomposition process.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Mulch can be on-site shredded organic mulch or an imported organic mulch product.

1. Mulch can be comprised of wood chips, shredded bark, shredded landscape trimmings, or coarse compost material originating from the 3-county Central Texas region (Williamson, Travis, and Hays).

2. Mulch to be shredded with no pieces greater than three (3) inches in length and with all pieces passing through a two (2) to three (3) inch screen.

3. Invasive species should be excluded from mulch.

4. Color: natural wood.

5. Contamination: less than 0.5% weight by volume.

6. Mulch to have undergone a decomposition process either on-site or at a supplier’s location.

PART 3 – EXECUTION

3.1 SEQUENCING

A. For mulch material that has not gone through the stockpiling and decomposition process: Following removal of the existing vegetation from the site, shred the material to the specified size and place in a stockpile on-site. Complete the decomposition process in stockpile prior to installation or use of mulch at depths specified on plans. If using the mulch for dust control, compaction control, or on existing vegetation to remain, place immediately after the completion of the decomposition process.

3.2 CONSTRUCTION

A. Installation

1. Shred trees and vegetation to the specified size requirements.

2. Apply Nitrogen at the rate of one (1) part Nitrogen to ten (10) parts mulch.

3. Stockpile the mulch and allow to sit or cook for a period of no less than three (3) weeks if the temperature is above 70°F. If the temperature is below 70°F, extend the sitting or cooking time to five (5) to six (6) weeks.

4. Turn the stockpile at least twice per week during the sitting or cooking period.

5. Stockpiles should be surrounded by biodegradable erosion control logs within 24 hours of placement to prevent run-off of the material.

END OF SECTION

Special Specification WC103
Mulch Topdressing

PART 1 – GENERAL

1.1 DESCRIPTION

Furnish and apply mulch topdressing as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item WC 102 “Mulch”

1.3 MEASUREMENT

This item will be measured by the cubic yard.

1.4 PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Mulch Topdressing.” This price is full compensation for furnishing materials, including mowing, labor, equipment, maintenance, tools, supplies, and incidentals.

1.5 QUALITY CONTROL SUBMITTALS

A. Submit samples and product data in conformance with Item WC102, “Mulch,” Part 1, 1.4, “Quality Control Submittals.”

PART 2 – PRODUCTS

2.1 MATERIALS

A. Mulch

As specified in Item WC102, “Mulch”

PART 3 – EXECUTION

3.1 SEQUENCING

A. Apply mulch topdressing to vehicular drives, under driplines of existing trees, and to other designated locations, as specified on the plans or as directed after rough grading operations are complete.

3.2 CONSTRUCTION

A. Vegetation Removal

1. Remove vegetation as shown in the plans or as directed.

2. Conduct mulching operations at approved locations.

3. Stockpile mulch in locations shown on plans or as directed. Reference Item WC102, “Mulch,” for stockpiling specifications.

B. Site Preparation

1. Grade and remove debris, unsatisfactory soil materials, and obstructions from surface prior to mulch application.

2. Remove top growth of vegetation to ensure that the mulch contacts the surface material.

C. Installation

1. Apply mulch topdressing evenly at depths and locations as indicated in the drawings or as directed.

2. Do not roll, tamp, or compact mulch topdressing.

3. Apply mulch topdressing under driplines of existing tree locations for moisture retention and inhibiting of invasive growth as shown on plans at a minimum depth of five (5) inches and a maximum depth of eighteen (18) inches. Do not pile the mulch against tree trunks or root flares.

4. Spread mulch on vehicle drives for compaction reduction and dust abatement at a maximum eighteen (18) inch depth.

5. Contractor should remove and dispose of mulch topdressing in areas designated for seeding prior to seed installation.

3.3 MAINTENANCE

A. Requirements

1. Replace the mulch topdressing immediately if loosened or missing.

2. After the completion of construction, mulch topdressing shall be spread out or removed to ensure the total depth surrounding the critical root zones of vegetation is between five (5) inches and six (6) inches. Depth should not exceed six (6) inches.

B. Schedule

1. The mulch topdressing should be inspected weekly, in accordance with the Stormwater Pollution Prevention Plan (SW3P) and within 24 hours after every one-half (½) inch or greater rain event until project completion to identify loosened or missing mulch cover.

END OF SECTION

Special Specification WC104
Wildflower Seeding

PART 1 – GENERAL

1.1 DESCRIPTION

Provide and install wildflower seeding as shown in the plans or as directed.

1.2 RELATED ITEMS

A. Item 164-WC001, “Seeding for Erosion Control”

B. Item 636, “Aluminum Signs”

C. Item 644, “Small Roadside Sign Supports and Assemblies”

1.3 REFERENCES

A. Federal Seed Act

B. Texas Seed Law

1.4 MEASUREMENT

Seeding items 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 this Item and measured as provided under “Measurement” will be paid for at the unit price bid for “Wildflower Seeding.” This price is full compensation for furnishing materials, including seed, mowing, labor, equipment, maintenance, tools, supplies, and incidentals.

1.6 QUALITY CONTROL SUBMITTALS

A. Submit product data, including plant tags and seed certification for wildflower seed mix for approval.

B. Submit seeding equipment method, manufacturer, and data for approval.

C. Submit product data and sample for sign in accordance with Tex-726-I.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Wildflower Seed

Provide seed as shown in the plans or as directed, 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 shall be mixed by the supplier and delivered in labeled and unopened bags or containers, unless otherwise approved by the Owner's representative. The Contractor shall not blend the seed mixes on site. Use within twelve (12) months from that date of analysis.

Seeds shall 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°F – 60°F.

During transit (from storage to sowing), seed should be protected from dramatic temperature fluctuations day after day; temperature cannot exceed 100°F at any time. Seed must remain dry and protected from sun exposure. The transit period may not exceed ten (10) days.

Wildflower seed shall be obtained from any three of the approved providers:

1. Native American Seed, Junction, TX

   (800) 728-4043

2. Wildseed Farms, Fredericksburg, TX

   (800) 848-0078

3. Douglass King Company, San Antonio, TX

   (888) 357-3337

B. No Mowing Notice Sign

As specified in Item 636, "Aluminum Signs."

C. Sign Support

As specified in Item 644, "Small Roadside Sign Supports and Assemblies."

PART 3 – EXECUTION

3.1 SEQUENCING

A. Install wildflower seed after native grass establishment.

B. Remove all invasive species.

C. Mow established grass and other low growing vegetation in wildflower seeding areas shown on plans to a maximum height of four (4) inches, or six (6) inches if in a location where permanent soil retention blanket exists, as specified in Item 40, "Mowing."

3.2 CONSTRUCTION

A. Site Preparation

1. Remove all invasive species

   Invasive species, 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 in accordance with Invasive Species Control or as directed.

2. Mow established grass to four (4) inches if seeding into established vegetation.

3. Scarify the soil surface by dragging a harrow across the ground using equipment that will not compact or uproot existing vegetation. Tilling and compost application shall not be used in Wildflower Seeding.

4. Seed area in accordance with the plans or as directed with regard to installation specification below.

B. Installation

Seeds should not be buried at a depth over ¼ inch.

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 ($^1/_3$) of the seed may remain on top of the soil surface.

2. No-Till Drill Seeding

   No-till drill seed only as directed by the Engineer. All areas shown in the plans to be seeded must be drill seeded unless directed by the Engineer. This method is appropriate in locations where compost modified topsoil is not specified. 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.

C. Seeding Schedule

1. September 21st to November 7th: apply wildflower seed mix.

2. November 8th to September 20th: do not apply wildflower seed mix during this 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-WC001, "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 wildflower areas during and after construction until the certificate of completion is issued.

2. Maintain the wildflower areas to establish vigorous growth and plant establishment of wildflower 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) inches to six (6) inches in height.

3. Watering of the wildflower seed shall be in accordance with Item 168-WC001, “Vegetative Watering.”

4. Posted signs should be repaired or replaced immediately if found to be damaged or missing.

B. Schedule

1. Inspect the wildflower areas weekly and within 24 hours after each rain event of one-half (½) inch or more. Restore eroded areas to finished grade and reseed.

2. Reseed areas that have not established if wildflower cover is less than 80% of coverage (TCEQ, 2005).

3. Inspect seeded areas every two (2) weeks during establishment phase to check for invasive species, refer to Invasive Species Control.

END OF SECTION

SCOPE OF WORK
FOR
ASBESTOS ABATEMENT
ACTIVITIES

IN SUPPORT OF

FOREST NORTH DRAINAGE IMPROVEMENTS PROJECT

WILLIAMSON COUNTY

TEXAS

BY
CITY OF AUSTIN
BUILDING SERVICES DEPARTMENT
AUSTIN, TEXAS 78702
(512) 974-7154

MARCH 10, 2016

DIVISION 1 - GENERAL REQUIREMENTS

01901 Scope of Work - Asbestos Abatement
01902 Project Coordination - Asbestos Abatement
01904 Codes and Regulations - Asbestos Abatement
01910 Worker Protection - Asbestos Abatement
01911 Respiratory Protection _ Asbestos Abatement
01915 Work Area Clearance (PCM) Asbestos Abatement
01917 Disposal of Asbestos Containing Waste Materials

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C. Wade Mullin
Licensed Asbestos Consultant
License Number 10-5093
Expiration Date 2/7/2017

SECTION 1901

SCOPE OF WORK
ASBESTOS ABATEMENT

PROJECT/WORK IDENTIFICATION

Project name is Asbestos Abatement of Asbestos Cement Pipe in support of the **Forest North Drainage Improvements Project locations in Williamson County, Texas.**

PART 1 - GENERAL:

This project is to be conducted in accordance with the Texas Asbestos Health Protection Act, as amended, Chapter 1954, Texas Occupations Code, effective June 1 2003, formerly Texas Civil Statues, Article 4477-3a, 29 CFR 1910.1001, 29 CFR 1926.1101, 40 CFR part 763 subpart G and 40 CFR part 61 subpart M.

The location and approximate quantities of asbestos materials provided in these specifications are estimates only and do not include any hidden materials not identified. The Contractor is responsible to field verify for actual quantities which these plans and specifications represent. No additional compensation will be made to the Contractor(s) for differences between the estimated quantities and the actual quantities unless prior written approval is obtained from the Owner or his representative.

The Contractor's asbestos abatement workers shall have the appropriate certifications, licenses, and training for asbestos abatement work and supervision in the State of Texas.

1.01 Summary of Work:

Briefly and without force and effect upon the contract documents, the work of the contract can be summarized as follows:

The purpose of this item is to remove and dispose of asbestos containing materials (ACM) associated with asbestos containing (AC) cement pipe for the **Forest North Drainage Improvements Project locations in Williamson County, Texas.**

The Contractor is required to assist the general contractor in removing the following approximate quantities at these locations within the project area;

Briar Hollow Zone: 20 LF of 8" diameter AC pipe
Wisterwood Zone : 53 LF of 8" diameter AC pipe and 27 LF of 6" diameter AC pipe
Braeburn Zone : 45 LF of 8" diameter AC pipe
Tichester Zone : 10 LF of 8" diameter AC pipe
Stillforest Zone : 40 LF of 8" diameter AC pipe and 25 LF of 6" diameter AC pipe
Sherbrook Zone : 30 LF of 8" diameter AC pipe and 91 LF of 6" diameter AC pipe.

The asbestos contractor will assist with any connections, removal of segments and all taps and tie-ins to AC pipe. Any pipe scheduled to be abandoned will be properly grouted per CoA specifications. The contractor will remove and dispose of as ACM all asbestos cement

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pipe and debris using the procedures as outlined below. In addition, the contractor is to assist with any connections to existing asbestos cement piping.

The Contractor shall conduct all abatement work in accordance with the current revisions to the Texas Department of Health Rules, T.A.H.P.R. dated March 2003.

Asbestos Superintendent: Provide a full-time Asbestos Superintendent on site who is licensed in accordance with Texas Civil Statutes, Article 4477-3a, paragraph 289.144, and all adoptions to Article 4477-3a, and experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by OSHA in 29 CFR 1926.1101 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos containing materials.

Asbestos Workers: All workers actively involved in the removal and replacement of asbestos material will be Licensed Asbestos Workers with the State of Texas.

Removal of AC Water and/or Wastewater Lines

The Contractor shall establish a regulated area with caution tape surrounding the work area and place a drop cloth consisting of six mil thick sheet plastic below the pipe where it will be cut or otherwise disturbed. The Contractor can use a hammer and chisel to split the top and bottom of the couplings (collars) on each end so that an entire section of pipe can be removed. The couplings shall be kept wet with amended water (water to which a surfactant has been added) or a removal encapsulant while this is being done. Once this has been accomplished, the section of pipe and the couplings can be removed from the trench and wrapped in two layers of true six mil thick sheet plastic. Completely seal the sheet plastic with duct tape and duct tape any tears in the plastic. The Contractor is not allowed to use high speed saws to cut the pipe at any time. If needed, hand operated cutters or chain mounted snap cutters can be used as long as the area to be cut is kept wet with amended water or a removal encapsulant during this process. As stated above, if the Contractor chooses to use a hand operated cutter or chain mounted snap cutter, a drop cloth consisting of six mil thick sheet plastic shall be placed below the area to be cut. All debris collected on the drop cloth as well as the drop cloth itself, shall be kept wet during removal and promptly placed into a disposal bag and sealed using duct tape at the completion of the removal process. All visible debris located in the trench shall also be placed into a disposal bag. Once this has been accomplished, the disposal bag containing the debris and the drop cloths shall be placed into another disposal bag and sealed using duct tape. All protective clothing worn by the Contractor and their personnel shall also be placed in disposal bags. At the end of the project, the Contractor shall discard their respirator filters as ACM by disposing of them in disposal bags. The disposal bags used to contain all asbestos containing debris, drop cloths, protective clothing, and respirator filters shall adhere to the following guidelines:

Disposal Bags: Provide 6 mil thick leak-tight polyethylene bags labeled with three labels with text as follows:

First Label:

CAUTION
CONTAINS ASBESTOS FIBERS
AVOID OPENING OR BREAKING CONTAINER

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BREATHING ASBESTOS IS HAZARDOUS TO YOUR HEALTH

Second Label: Provide in accordance with 29 CFR 1910.1200(f) of OSHA's Hazard Communication standard:

DANGER
CONTAINS ASBESTOS FIBERS
AVOID CREATING DUST
CANCER AND LUNG DISEASE HAZARD
BREATHING AIRBORNE ASBESTOS, TREMOLITE, ANTHOPHYLLITE, OR ACTINOLITE FIBERS IS HAZARDOUS TO YOUR HEALTH

Third Label: Provide in accordance with U.S. Department of Transportation Regulation on hazardous waste marking. 49 CFR parts 171 and 172. Hazardous Substances: Final Rule:

RQ HAZARDOUS
SUBSTANCE,
CLASS 9,
NA2212, PG III
(ASBESTOS)

All transporters of asbestos containing materials shall be licensed by the Department of State Health Services.

The Contractor shall label all piping wrapped in true six mil thick sheet plastic with the same type of labeling as the disposal bags.

All equipment used on this project (i.e. HEPA-vacuums) shall be free of any visible debris and operational. The Owner's Representative along with the Contractor's designated supervisor shall inspect all equipment prior to it being brought into the work area. If any debris found on the equipment is suspected to be ACM, the equipment shall be wet wiped and decontaminated. **The decontamination of the equipment shall not take place on the project site.**

If applicable, all taps to existing water lines are to be conducted using wet/pressure tapping. Once the taps are made the hydrants shall be flushed on both sides of the work area to help prevent contamination of the water supply. Installing a wastewater service in AC pipe shall be done by removing a full section of pipe and installing a "tee". Replace the remainder of pipe as specified.

All removal work associated with the ACM piping shall be done using the appropriate worker protection and respiratory protection as stated below as a minimum:

The minimum respiratory protection during removal will be half face dual cartridge respirators equipped with HEPA cartridges. The Contractor shall provide information to assure that the above respiratory protection is sufficient in accordance with 29 CFR 1926.1101 negative exposure assessment requirements.

The abatement must comply with these Specifications, the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), State of Texas and local

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regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

The Contractor shall submit a work plan detailing the work procedures they will employ. This work plan shall be reviewed and approved by the Owner's Representative prior to any removal work.

The Contractor shall provide all workers working in the vicinity of active electrical sources with appropriate protective equipment including insulating gloves, boots, and non-conductive tools (while HEPA-Vacuuming).

The Contractor will inform the Owner and Owner's Representative of any hidden or unidentified conditions which may result in a change order or additional cost to the bid price of the contract. This notice will require written approval by the Owner's Representative prior to accomplishing the additional work.

The Contractor will be required to repair any damage to the facility or equipment of the Owner as the result of the abatement project. Any replacement items (paint, panels, etc.) will be of equal quality and color of the damaged items. This work shall be accomplished at the completion of the abatement project and prior to the Owner re-occupying the space. The project will not be considered complete until the repair work has been done and found acceptable by the Owner.

All asbestos containing materials shall be wetted with amended water or a removal encapsulant prior to and during the removal. The contractor can start the removal process after the Owner's Representative is satisfied that the ACM has been adequately wetted. The Owner's Representative has been given the authority to present the contractor with either a written or verbal Stop Work Order if they notice that any ACM is being removed without it being adequately wetted or if they become aware of any deviation from the project specifications or Department of State Health Services Regulations.

Final clearance for asbestos abatement work shall be obtained by PCM method as outlined in Section 01915. Upon successful completion of required work activities the Owner's Representative shall visually inspect the work area for final clearance. Downwind area air samples collected during abatement can be used as final clearance samples if they do not exceed 0.01 f/cc by Phase Contrast Microscopy analysis.

All equipment used on this project (i.e. HEPA-vacuums, negative air machines) shall be free of any visible debris and operational. The Owner's Representative along with the contractor's designated supervisor shall inspect all equipment prior to it being brought into the work area. If any debris found on the equipment is suspected to be ACM, the equipment shall be wet wiped and decontaminated. The decontamination of the equipment shall not take place on the project site.

The Contractor shall adequately staff this project such that it will be completed in accordance with the Contract Documents. If the project is not completed within this time frame, the Owner will backcharge the Contractor for any charges incurred by the Owner for additional Owner Representative services required to complete this project.

The Contractor shall submit the names and resumes (including pertinent project experience) of at least two (2) properly licensed supervisors to be used to conduct this asbestos abatment project. If the supervisors submitted are approved by the Owner, the

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Contractor shall ensure that at least one of these project supervisors are on site throughout the project including final tear down operations. The Contractor shall not substitute an approved project supervisor without the prior approval of the Owner.

All Contractor worker and supervisory personnel at the work site shall properly trained, equipped and possess valid and current Texas Department of State Health Services Asbestos Licenses and associated training certificates. During all phases of this project, the Contractor project site supervisor shall remain at the project site during all work activities.

The Contractor shall submit a work plan detailing the work procedures they will employ. This work plan shall be reviewed and approved by the Owner's Representative prior to any removal work.

The Contractor shall provide all workers working in the vicinity of active electrical sources with appropriate protective equipment including insulating gloves, boots, and non-conductive tools (while HEPA-Vacuuming).

The abatement must comply with these Specifications, the Environmental Protection Agency (EPA), the Occupational Safety and Health Administration (OSHA), State of Texas and local regulations. Whenever there is a conflict or overlap of the above references, the most stringent provisions are applicable.

The Contractor will inform the Owner and Owner's Representative of any hidden or unidentified conditions which may result in a change order or additional cost to the bid price of the contract.

This notice will require written approval by the Owner's Representative prior to accomplishing the additional work.

ASBESTOS ABATEMENT

During the Work, the City or the City's Representative will provide a licensed asbestos inspector to oversee the Contractor's abatement work, collect area samples, and identify asbestos-containing materials. The Contractor shall coordinate the abatement schedule with the asbestos inspector such that the inspector can be present at key times during the abatement and identify asbestos-containing materials as soon as suspect material is encountered. The Contractor shall also accept all City Representative decisions regarding the presence of asbestos-containing materials. **The contractor shall conduct their own required employee monitoring for asbestos related activities in conformance with OSHA requirements.**

The Contractor shall notify the City's Representative asbestos inspector of any suspected asbestos-containing materials encountered during the work as soon as it is discovered.

The Contractor shall abate or contain for disposal all asbestos-containing materials encountered during the equipment dismantling work if abatement or containment is required to prevent asbestos release during dismantling.

Where asbestos-containing materials requiring abatement are encountered during the project, the Contractor shall stop work and abate the material or otherwise contain it for disposal as necessary. Until abatement can be performed, the Contractor shall take actions as necessary and feasible to protect workers from exposure to airborne asbestos and prevent disturbance of the material. The

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contractor will establish a regulated area until such time as the area or equipment can be abated.

The Contractor shall provide personnel to perform the surveillance of asbestos abatement containment areas 24 hours per day, 7 days per week during the operation of ventilation units. The duties of such personnel shall include maintenance of pressure differential containment and regular inspection of the work areas for fire prevention and prevention of incidents which could cause the release of materials.

ASBESTOS CONTAINING MATERIALS

The following asbestos containing materials are known to be present at work sites near the Forest North Drainage Improvements Project, Williamson County, Texas. If any other materials are found, which are suspected of containing asbestos notify immediately the Owner's Representative. The amount of ACM listed below are approximate. The Contractor shall field verify the quantities.

LOCATION	ITEM	APPROXIMATE AMOUNT	TYPE OF ASBESTOS
Various along road	AC Pipe	341 Linear feet	est 50% Chrysotile

1.02 INSPECTION:

Prior to commencement of work, inspect all areas in which work will be performed. Prepare a listing of damage to structure, surfaces, equipment or of surrounding properties which could be misconstrued as damage resulting from the work. Photograph or video tape existing conditions as necessary to document conditions. Submit to Owner's Representative prior to starting work.

1.03 PLAN OF ACTION:

Submit a detailed plan of the procedures proposed for use in complying with the requirements of this Specification. Include in the plan the location and layout of decontamination areas, the sequencing of asbestos work, the interface of trades involved in the performance of work, methods to be used to assure the safety of building occupants and visitors to the site, disposal plan including location of approved disposal site, and a detailed description of the methods to be employed to control pollution. Expand upon the use of portable HEPA ventilation system, closing out of the area HVAC system, method of removal to prohibit visible emissions in work area, and packaging of removed asbestos debris. The plan must be approved by the Owner's Representative prior to commencement of work.

1.04 POTENTIAL ASBESTOS HAZARD:

The disturbance or dislocation of asbestos containing materials may cause asbestos fibers to be released into the building's atmosphere, thereby creating a potential health hazard to workmen and building occupants. Apprise all workers, supervisory personnel, subcontractors and consultants who

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will be at the jobsite of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified asbestos containing materials, take appropriate continuous measures as necessary to protect the building from the contamination with airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, state and local agencies.

1.05 CONTRACTOR USE OF PREMISES:

General: The Contractor shall limit his use of the premises to the work indicated.

Use of the Site: Confine operations at the site to the areas permitted under the contract. Portions of the site beyond areas on which work is indicated are not to be disturbed. Conform to site rules and regulations affecting the work while engaged in project abatement.

Keep existing driveways, parking spaces and entrances serving the premises clear and available to the Owner and his employees at all times.

Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to areas indicated at the pre-abatement meeting.

Lock automotive type vehicles, such as passenger cars and trucks and other mechanized or motorized construction equipment, when parked and unattended, so as to prevent unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place or accessible to unauthorized persons.

Use of existing toilets within the building by the Contractor and his personnel, will not be permitted.

Owner Occupancy: The building will not be occupied by the Owner during the asbestos abatement project.

1.06 SUBMITTALS

The Contractor shall prepare an Asbestos Abatement Plan and submit it to the City with the Contractor's Health and Safety Plan (HASP) prior to mobilization. The Asbestos Abatement Plan shall include the following information:

Discussion of the general plan for containment around equipment to be abated, decontamination plans, and waste management procedures.

Drawings showing general containment, decontamination, and bag out facility plans.

Contractor's work schedule, including a plan for sequencing work around areas or individual pieces of equipment that require asbestos abatement.

Waste containment plan, describing how the Contractor will abate particular pieces of

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equipment.

A plan for protecting the safety of workers and visitors in the surrounding areas.

A fire and containment protection plan, including emergency procedures and contacts.

Current copies of all applicable permits, licenses, certifications, training documents, and regulatory notices.

List of asbestos abatement workers with social security numbers

Certificates of worker acknowledgement

Medical examination results

Before the Start of Work: Submit the following to the Owner and Owner's Representative for review. Do not begin work until these Submittals are returned with Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use or final-but-restricted use. ***Allow 3 days time for review of submittals.***

A. **Plan of Action:** Submit as a written report.

B. **Inspection:** Submit written report on inspection carried out as required by this section. Include copies of all photographs, videotapes, etc.

C. **Alternative Methods:** Submit, in writing, any alternative methods proposed to accomplish the work of this contract.

D. Submit copies of valid and current Texas Department of State Health Services Asbestos Licensing and associated training certificates for all worker and supervisory personnel at the work site. In addition, copies of the appropriate DOT certifications required for the manifesting and transporting of hazardous materials must be submitted.

SPECIAL SPECIFICATIONS

In addition to the work procedures outlined in the Master Specification which apply to the project described herein, the following Special Specifications apply:

The contractor shall conduct all abatement work in accordance with the current revisions to the Department of State Health Services Rules, T.A.H.P.R. dated March 2003.

END OF SECTION

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SECTION 01902

PROJECT COORDINATION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, and other Division-1 Specification sections, apply to work of this section.

1.02 ABATEMENT TIME:

The use of insufficient labor or equipment for abatement purposes or inadequate scheduling of materials or equipment will not be allowed as cause for delay. Extension of time or extra cost will not be allowed for failure to complete the project on time due to insufficient labor or equipment.

1.03 ADMINISTRATIVE AND SUPERVISORY PERSONNEL:

General Superintendent: Provide a full-time General Superintendent on site who is licensed in accordance with Texas Civil Statutes, Article 4477-3a, paragraph 289.144, and all adoptions to Article 4477-3A, and experienced in administration and supervision of asbestos abatement projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Competent Person as required by OSHA in 29 CFR 1926 for the Contractor and is the Contractor's representative responsible for compliance with all applicable federal, state and local regulations, particularly those relating to asbestos containing materials.

Asbestos Workers: All workers actively involved in the removal and replacement of asbestos material will be Licensed Asbestos Workers with the State of Texas.

1.04 PROGRESS MEETING

In addition to specific coordination and pre-construction meetings, and other regular project meetings held for other purposes, the Owner's Representative will hold general progress meetings as required. The meetings will be attended by a representative of the contractor authorized to make decisions for the contractor.

1.05 PRE-CONSTRUCTION CONFERENCE:

An initial progress meeting, recognized as the "Pre-Construction Conference" will be convened by the Owner and the Owner's Representative prior to the start of any work. The meeting will be attended by the general superintendent of the contractor, Owner's Representative(s), project administrator, and other entities concerned with the asbestos abatement work.

1.06 DAILY LOG

General: Maintain within the decontamination unit a daily log documenting the dates and time of, but not limited to, the following items:
Personnel, by name, entering and leaving the work area, air monitoring results, and any equipment/supplies decontaminated and brought out through the decontamination unit.

1.07 SPECIAL REPORTS:

General: Except as otherwise indicated, submit special reports directly to the Owner's Representative or the Owner within one day of occurrence requiring special report, with copy to others affected by occurrence.

Reporting Unusual Events: When an event of unusual and significant nature occurs at site (examples: failure of negative pressure system, rupture of temporary containments), prepare and submit a special report listing chain of events, persons participating, response by contractor's personnel, evaluation of results or effects, and similar pertinent information. When such events are known or predictable in advance, advise Owner in advance at earliest possible date.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

1.08 CONTINGENCY PLAN:

Contingency Plan: Prepare a contingency plan for emergencies including fire, accident, power failure, negative air system failure, or any other event that may required modification or abridgment of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency.

Post: In clean room of the personnel decontamination unit telephone numbers and locations of emergency services including but not limited to fire, ambulance, doctor, hospital, police, power company, telephone company.

1.09 NOTIFICATIONS

Notify other entities at the job site of the nature of the asbestos abatement activities, location of asbestos containing materials, requirements relative to asbestos set forth in these specifications and applicable regulations.

Notify Emergency Service Agencies including fire, police, ambulance or other agency that may service the abatement work site in case of an emergency. Notification is to include methods of entering work area, emergency entry and exit locations, and other information needed by agencies providing emergency services.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

- END OF SECTION -

SECTION 01904

CODES AND REGULATIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the contract, and other Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF THE WORK:

This section sets forth governmental regulations and industry standards which are included and incorporated herein by reference and made a part of the specification. This section also sets forth those notices and permits which are known to the Owner and which either must be applied for and received, or which must be given to governmental agencies before start of work.

Requirements include adherence to work practices and procedures set forth in applicable codes, regulations and standards.

Requirements include obtaining permits, licenses, inspections, releases and similar documentation, as well as payments, statements and similar requirements associated with codes, regulations and standards.

1.03 CODES AND REGULATIONS:

General Applicability of Codes, Regulations and Standards: Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable codes, regulations, and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith.

Contractor Responsibility: The contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State and local regulations. The contractor shall hold the Owner and Owner's Representative harmless for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.

Federal Requirements: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final rules, Title 29, Part 1910, section 1001 and part 1926, Section 1101 of the Code of Federal Regulations

Respiratory Protection; Title 29, Part 1910, Section 134 of the Code of Federal Regulations Construction Industry; Title 29, Part 1926, of the Code of Federal Regulations

Construction Industry
Title 29, Part 1926 of the Code of Federal Regulations

Access to Employee Exposure and Medical Records, Title 29, Part 1910, Section 2 of the Code of Federal Regulations

Hazard Communication; Title 29, Part 1910, Section 1200 of the Code of Federal Regulations

Specifications for Accident Prevention Sign and Tags; Title 29, Part 1910, Section 145 of the Code of Federal Regulations

U.S. Department of Transportation:

Hazardous Substances
Title 49, Part 171 and 172 of the Code of Federal Regulations

U.S. Environmental Protection Agency (EPA) including but not limited to:

Asbestos Abatement Projects Rule 40

40 CFR Part 763

CPTS 62044, FRL 2843-9

Title 34, Part 231, Appendix C, Procedures for Containing and Removing Building Materials Containing Asbestos

Title 40, Part 61, Sub-part A of the Code of Federal Regulations National Emission Standard for Asbestos

Title 40, Part 61, Sub-part M (Revised Sub-part B) of the Code of Federal Regulations

American National Standards Institute (ANSI) Publication:

Z9.2-79 Fundamentals Governing the Design and Operation of Local Exhaust Systems

American Society for Testing and Materials (ASTM) Publication:

E 849-82 Safety and Health Requirements relating to Occupational Exposure to Asbestos

State Requirements: Texas Civil Statues, Article 4477-3a, and all adoptions, (TAHPR) Asbestos Exposure in Public Buildings, requires licensure of persons engaged in the removal or encapsulation of asbestos, or other asbestos related activities in all buildings of public occupancy or access.

Local Requirements: Abide by all local requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials.

1.04 STANDARDS:

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.

Contractor Responsibility: The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying area adjacent to the site. The Contractor shall hold the Owner and the Owner's Representative harmless for failure to comply with any applicable standard on the part of himself, his employees, or his sub-contractors.

Standards: Which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

American National Standards Institute (ANSI)
1430 Broadway
New York, New York 10018
(212) 354-3300

Fundamentals Governing the Design and Operation of Local Exhaust Systems Publication Z9.2-79

Practices for Respiratory Protection
Publication Z288.2-80

American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
215/299-5400

Safety and Health Requirements Relating to Occupational Exposure to Asbestos E 849-82

Specification for Encapsulants for Friable Asbestos Containing Building Materials Proposal P-189

"Guide" Specification - 02080 Asbestos Removal AIA Service Corporation
1735 New York Avenue NW
Washington, DC

AWCI Guide Specifications for the abatement of asbestos release from spray-or trowel applied materials in buildings and other structural designs

U.S. Department of Commerce

National Institute of Standards & Technology

National Engineering Lab

Center for Building Technology

1.05 EPA GUIDANCE DOCUMENTS:

EPA Guidance Documents: Which discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the work and are not a part of the work of this contract. EPA maintains an information number (800-334-8571), publications can be ordered from (800-424-9065) and (554-1404 in Washington, DC):

Asbestos-Containing Materials in School Buildings - A Guidance Document
Part 1 & 2 (Orange Books)
EPA C00090 (out of print)

Guidance for Controlling Asbestos-Containing Materials in Buildings
EPA 560/5-85-024 (Purple Book)

Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763)

Evaluation of the EPA Asbestos-In-Schools Identification and Notification Rule
EPA 560/5-84-005

Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials
EPA 560/5-84-006

Asbestos in Buildings: Guidance for Service and Maintenance Personnel
EPA 560/5-85-018

Asbestos Waste Management Guidance
EPA 530-SW-85-007

Asbestos Fact Book
EPA Office of Public Affairs

Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials

Commercial Laboratories with Polarized Light Microscopy Capabilities for Bulk Asbestos Identification.

A Guide to Respiratory Protection for the Asbestos Abatement Industry
EPA-560-OPTS-86-001

Managing Asbestos In Place: A Building Owners Guide to Operations and Maintenance Programs for Asbestos Containing Materials
EPA 20T-2003 July 1990

1.06 NOTICES:

U.S. Environmental Protection Agency notification to the USEPA is mandated by the National Emission Standards for Hazardous Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M) for any project which involves the removal of asbestos containing materials. The Texas Department of State Health Services requires written notification no less than ten working days prior to any asbestos abatement activity, renovation or O&M activity affecting ACM, or any demolition in facilities or public buildings.

Written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) and the Texas Department of State Health Services shall be submitted by the Contractor to the following address:

Asbestos Notification Section
Department of State Health Services
PO Box 143538
Austin, Texas 78714-3538

Notification: The following information will be included in the notification sent to the NESHAP contact:

Name and address of owner or operator.

Description of the facility being demolished or renovated, including the size, age, and prior use of the facility.

Estimate of the approximate amount of friable asbestos material present in the facility in terms of linear feet of pipe, and surface area of other facility components.

Location of the facility being renovated.

Scheduled starting and completion dates of renovation.

Nature of planned renovation and method(s) to be used.

Procedures to be used to comply with the requirements of USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS) Asbestos Regulations (40 CFR 61, Subpart M).

Name and location of the waste disposal site where the friable asbestos waste material will be deposited.

Supplement information may be required on the Contractor's part to obtain approval. The Contractor will provide whatever information requested by the regulatory agencies.

1.07 NOTICES:

Submit notices required by federal, state and local regulations together with proof of timely transmittal to agency requiring the notice.

Permits: All asbestos waste is to be transported by an entity maintaining a current "Industrial Waste Hauler Permit" specifically for asbestos containing materials, as required for transporting of asbestos containing materials to a disposal site.

Licenses: Maintain current State Asbestos Abatement Contractor License or local jurisdiction for the removal, transporting, disposal or other regulated activity relative to the work of this contract.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

- END OF SECTION -

SECTION 01910

WORKER PROTECTION

PART 1 - GENERAL

THE MINIMUM RESPIRATORY PROTECTION DURING REMOVAL INSIDE CONTAINMENTS WILL BE POWERED AIR-PURIFYING RESPIRATORS. HALF FACE DUAL CARTRIDGE RESPIRATORS EQUIPPED WITH HEPA/ORGANIC CARTRIDGES CAN BE USED DURING THE REMOVAL OF FLOOR TILE MASTIC IF USING CHEMICAL SOLVENTS. THE CONTRACTOR SHALL PROVIDE INFORMATION TO ASSURE THAT THE ABOVE RESPIRATORY PROTECTION IS SUFFICIENT IN ACCORDANCE WITH 29 CFR 1926.1101 NEGATIVE EXPOSURE ASSESSMENT REQUIREMENTS.

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, and other Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

This section describes the equipment and procedures required for protecting workers against asbestos contamination and other workplace hazards except for respiratory protection.

1.03 RELATED WORK SPECIFIED ELSEWHERE:

Respiratory protection is specified in Section 01911.

1.04 WORKER TRAINING:

Train, in accordance with 29 CFR 1926 and 40 CFR part 763, all workers in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. Include but do not limit the topics covered in part 763 to the following:

Methods of recognizing asbestos.

Health effects associated with asbestos.

Relationship between smoking and asbestos in producing lung cancer.

Nature of operations that could result in exposure to asbestos.

Importance of and instruction in the use of necessary protective controls, practices and procedures to minimize exposure including:

Engineering controls
Work practices
Respirators
Housekeeping procedures
Hygiene facilities
Protective clothing
Decontamination procedures
Emergency procedures

Waste disposal procedures

Purpose, proper use, fitting, instructions, and limitations of respirators as required by 29 CFR 1910.134.

Appropriate work practices for the work.

Requirements of medical surveillance program.

Review of 29 CFR 1926.

Negative air systems.

Work practices including hands on or on-job training.

Personal decontamination procedures.

Air monitoring, personal and area.

1.05 MEDICAL EXAMINATIONS:

Provide medical examinations for all workers who may encounter an airborne fiber level of 0.1 f/cc or greater for an 8 hour time weighted average. In the absence of specific airborne fiber data, provide medical examination for all workers who will enter the work area for any reason. Examination shall, as a minimum, meet OSHA requirements as set forth in 29 CFR 1926. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

1.06 SUBMITTALS:

Before start of work: Submit the following to the Owner's Representative for review. Do not start work until these submittals are returned with Owner's Representative action stamp indicating that the submittal is returned for unrestricted use.

State and local License: Submit evidence that all workers have been trained, certified and accredited as required by state or local code or regulation.

Certificate Worker Acknowledgment: Submit an original signed copy of the Certificate of Worker's Acknowledgment found at the end of this section, for each worker who is to be at the job site or enter the work area.

Report from medical examination: Conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the work area. Submit, at a minimum, for each worker the following:

Name and Social Security Number

Physicians written opinion from examining physician including at a minimum the following:

Whether worker has any detected medical conditions that would place the worker at an increased risk of material health impairment from exposure to asbestos.

Any recommended limitations on the worker or on the use of personal protective equipment such as respirators.

Statement that the worker has been informed by the physician of the results of the medical examination and of any medical conditions that may result from asbestos exposure.

Copy of information that was provided to physician in compliance with 29 CFR 1926.

Statement that the worker is able to wear and use the type of respiratory protection proposed for the project, and is able to work safely in an environment capable of producing heat stress in the worker.

PART 2 - EQUIPMENT

2.01 PROTECTIVE CLOTHING:

Coveralls: Provide disposable full-body coveralls and disposable head covers and require that they be worn by all workers in the work area. Provide a sufficient number for all required changes for all workers in the work area.

Hard Hats: Provide head protectives (hard hats) as required by OSHA for all workers and provide spares for use by Owner. Label hats with same warning labels as used on disposal bags. Require hard hats to be worn at all times that work is in progress that may potentially cause head injury. Provide hard hats of type with plastic strap type suspension. Require hats to remain in the work area throughout the work. Thoroughly clean, decontaminate and bag hats before removing them from work area at the end of the work.

Goggles: Provide eye protectives (goggles) as required by OSHA for all workers involved in scraping, spraying, or any other activity which may potentially cause eye injury.

Gloves: Provide work gloves to all workers and require that they be worn at all times in the work area. Do not remove gloves from work area, dispose of an asbestos contaminated waste at the end of the work.

2.02 ADDITIONAL PROTECTIVE EQUIPMENT:

New/unused respirators, disposable coveralls, head covers, and footwear covers shall be provided by the Contractor for the Owner and other authorized representatives. Provide two (2) respirators and six (6) complete coveralls and, where applicable, six (6) respirator filter changes per day.

PART 3 - EXECUTION

3.01 GENERAL:

Provide worker protection as required by the most stringent OSHA and/or EPA standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the work area.

Each time work area is entered, remove all street clothes in the changing room of the personnel decontamination unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots.

3.02 DECONTAMINATION PROCEDURES:

Require all workers to adhere to the following personal decontamination procedures whenever they leave the work area:

Type C Supplied Air or Powered Air-Purifying Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area:

When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body including hair and face. If using a Powered Air-Purifying Respirator (PAPR), hold blower unit above head to keep canisters dry.

With respirator still in place, thoroughly wet body, hair, respirator face piece, and all parts of the respirator except the blower unit and battery pack on a PAPR. Pay particular attention to seal between face and respirator and under straps.

Take a deep breath, hold it and/or exhale slowly, completely wet hair, face, and respirator. While still holding breath, remove respirator and hold it away from face before starting to breath.

Carefully wash facepiece of respirator inside and out.

If using PAPR, shut down in the following sequence, first cap inlets to filter cartridges, then turn off blower unit (this sequence will help keep debris which has collected on the inlet side of filter from dislodging and contaminating the outside of the unit). Thoroughly wash blower unit and hoses. Carefully wash battery pack with wet rag. Be extremely cautious of getting water in battery pack as this will short out and destroy battery.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to changing room and change into street clothes or into new disposable work items.

Air Purifying-Negative Pressure Respirators: Require that all workers use the following decontamination procedure as a minimum requirement whenever leaving the work area with a half or full face cartridge type respirator:

When exiting area, remove disposable coveralls, disposable headcovers, and disposable footwear covers or boots in the equipment room.

Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator and filters to avoid asbestos fibers while showering. The following procedure is required as a minimum:

Thoroughly wet body from neck down.

Wet hair as thoroughly as possible without wetting the respirator filter if using an air purifying type respirator.

Take a deep breath, hold it and/or exhale slowly, complete wetting of hair, thoroughly wetting face, respirator and filter (air purifying respirator). While still holding breath, remove respirator and hold it away from face before starting to breath.

Dispose of wet filters from air purifying respirator.

Carefully wash facepiece of respirator inside and out.

Shower completely with soap and water.

Rinse thoroughly.

Rinse shower room walls and floor prior to exit.

Proceed from shower to changing room and change into street clothes or into new disposable work items.

Require that workers NOT eat, drink, smoke, chew gum or tobacco in the work area. To eat, chew, drink or smoke, workers shall follow the procedure described above, then dress in street clothes before entering the non-work areas of the building.

3.03 CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT:

Following this section is a Certificate of Worker Training. After each worker has been included in the contractor's Respiratory Protection Program, completed the training program, and medical examination, secure a fully executed copy of this form.

END OF SECTION -

SECTION 01911

RESPIRATORY PROTECTION

PART 1 - GENERAL - THE MINIMUM RESPIRATORY PROTECTION DURING REMOVAL WILL BE HALF FACE DUAL CARTRIDGE RESPIRATORS EQUIPPED WITH HEPA CARTRIDGES. THE CONTRACTOR SHALL PROVIDE INFORMATION TO ASSURE THAT THE ABOVE RESPIRATORY PROTECTION IS SUFFICIENT IN ACCORDANCE WITH 29 CFR 1926.1101 NEGATIVE EXPOSURE ASSESSMENT REQUIREMENTS.

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, and other Division-1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF WORK:

Instruct and train each worker involved in asbestos abatement in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the work area from the start of any operation which may cause airborne asbestos dust until the work area is completely decontaminated. Use respiratory protection appropriate for the dust level encountered in the work place or as required for other toxic or oxygen-deficient situations encountered.

1.03 STANDARDS:

Except to the extent that more stringent requirements are written directly into the contract documents, the following regulations and standards have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

1.04 SUBMITTALS:

Before start of work submit the following to the Owner's Representative for review. Do not begin work until these submittals are returned with the Owner's Representative's action stamp indicating that the submittal is returned for unrestricted use.

Product Data: Submit manufacturer's product information for each component used, including NIOSH and MSHA Certifications for each component in an assembly and/or for entire assembly.

System Diagram: When a Type "C" supplied air respiratory system is required by the work, submit drawing showing assembly of components into a complete supplied air respiratory system. Include diagram showing location of compressor, filter banks, backup air supply tanks, hose line connections in work area(s), routing of air lines to work area(s) from compressor.

Operating Instruction: Submit complete operating and maintenance instructions for all components and systems as a whole. Submittal is to be in bound manual form suitable for field use.

Respiratory Protection Program: Submit level of respiratory protection intended for each operation required by the project. Submit this information on a "Respiratory Protection Program" form.

Historic Airborne Fiber Data/Negative Initial Exposure Assessment: Submit airborne asbestos fiber count data calculated by an independent air monitoring firm within the last 12 months to substantiate selection of proposed respiratory protection. Data should include Negative Initial Exposure Assessment which means a demonstration by the employer/contractor, which complies with the criteria in the paragraph of this section; 29 CFR 1926.110 (f)(2)(iii), that employee exposure during an operation is expected to be consistently below the PELs. Data submitted shall include at least the following for each procedure required by the work:

Date of Measurements

Employees Monitored

Operations Monitored and Control Methods Used

Sampling and Analytical Methods Used and Evidence of their Accuracy

Number, Duration, and Results of Samples Taken

1.05 AIR QUALITY FOR SUPPLIED AIR RESPIRATORY SYSTEMS:

If at any time, Type "C" supplied air respirator are used or required, provide air used for breathing in Type "C" supplied air respiratory systems that meets or exceeds standards set for C.G.A. Type 1 (Gaseous Air) Grade D.

1.06 ALLOWABLE CONTAMINANTS:

The following table sets for the quantity of any given contaminant allowed according to the referenced standards:

	CGA TYPE 1 (Gaseous Air)			CSA
CONTAMINANT	Grade D	Grade E	Grade H	Z180.1
Carbon Monoxide, PPM/V	10	10	5	5
Carbon Dioxide, PPM/V	1000	500	.5	500
Condensed Hydrocarbons, (mg/cu meter)	5	5	---	1
Gaseous Hydrocarbons - As Methane, PPM/V	---	---	10	25
Water Vapor - PPM/V	(1)	(1)	(1)	27
Dewpoint	-50F	-50F	-50F	-63F
Objectionable Odors	None	None	None	None
Nitrogen Dioxide, PPM/V	---	---	0.5	0.2

Nitrous Oxide, PPM/V	---	---	---	5
Sulfur Dioxide	---	---	0.5	---
Halogenated solvents, PPM/V	---	---	1	---
Other gaseous contaminants	---	---	---	(2)
Inorganic particles, (mg/cu meter)	---	---	---	1
Oxygen content (v/v)	19.5 – 23.5%			

NOTE:

Indicates that the standard shows no limiting characteristics:

(1) The CGA standards do not call out a specific moisture limit when the ambient temperature is above freezing. However, since a moisture content no greater than a -50 Degrees Fahrenheit dewpoint (66 PPM/V) is necessary for carbon monoxide elimination, the CO limits could not be met unless the air were dried to a -50 Degrees Fahrenheit dewpoint or better.

(2) Maximum allowable content of tricholotrifluorethane, dichlorodifluoromethane, and chlorodifluoromethane is 2 PPM/V for each. Unlisted contaminants shall not exceed one-tenth of the threshold limit values (TLV's) for chemical substances in workroom air adopted by the American Conference of Governmental Industrial Hygienists (ACGIH).

1.07 DELIVERY:

Deliver replacement parts, etc., not otherwise labeled by NIOSH or MSHA to job site in manufacturer's containers.

PART 2 - EQUIPMENT

2.01 AIR PURIFYING RESPIRATORS:

Respirator Bodies: Provide half face or full face type respirators. Equip full face respirators with a nose cup or other anti-fogging device as would be appropriate for use in air temperatures less than 32 degrees Fahrenheit.

Filter Cartridges: Provide, at a minimum, HEPA type filters labeled with NIOSH certification for "Radionuclides, Radon Daughters, Dust, Fumes, Mists including Asbestos-Containing Dusts and Mists" and color coded in accordance with ANSI Z228.2 (1980). In addition, a chemical cartridge section may be added, if required, for solvents, etc., in use. In this case, provide cartridges that have each section of the combination canister labeled with the appropriate color code and NIOSH certification (P100).

Non-permitted respirators: Do not use single use, disposable or quarter face respirators.

2.02 SUPPLIED AIR RESPIRATOR SYSTEMS:

Provide equipment capable of producing air of the quality and volume required by the above reference standards applied to the job site conditions and crew size. Comply with provisions of this specification if more stringent than the governing standard.

Face Piece and Hose: Provide full face piece and hose by same manufacturer that has been certified by NIOSH as an approved Type "C" respirator assembly operating in pressure demand mode with a positive pressure face-piece.

Auxiliary backup system: In atmospheres which contain sufficient oxygen (greater than or equal to 10.5% oxygen) provide a pressure-demand full face piece supplied air respirator equipped with an emergency back up HEPA filter.

Escape air supply: In atmospheres which are oxygen deficient (less than 19.5% oxygen) provide a pressure-demand full face piece supplied air respirator incorporating an auxiliary self-contained breathing apparatus (SCBA) which automatically maintains an uninterrupted air supply in pressure demand mode with a positive pressure face piece.

Backup air supply: Provide a reservoir of compressed air located outside the work area which will automatically maintain a continuous uninterruptable source of air automatically available to each connected face piece and hose assembly in the event of compressor shut-down, contamination of air delivered by compressor, power loss or other failure. Provide sufficient capacity in the back-up air supply to allow a minimum escape time of one-half hour times the number of connections available to the work area. Air requirement at each connection is the air requirement of the respirators in use plus the air requirement of an average sized adult male engaged in moderately strenuous activity.

Warning-device: Provide a warning device that will operate independently of the building's power supply. Locate so that the alarm is clearly audible above the noise level produced by equipment and work procedures in use, in all parts of the work area and at the compressor. Connect alarm to warn of:

Compressor shut down or other fault requiring use of backup air supply, carbon monoxide (CO) levels in excess of 5 PPM/V.

Carbon Monoxide (CO) Monitor: Continuously monitor and record on a strip chart recorder carbon monoxide (CO) levels. Place monitors in the air line between compressor and back-up air supply and between backup air supply and workers. Connect monitors so that they also sound an alarm as specified under "Warning Devices".

Compressor Shut Down: Interconnect monitors, alarms and compressor so that compressor is automatically shut down and the alarms sounded if any of the following occur:

Carbon Monoxide (CO) concentrations exceed 5 PPM/V in the air line between the filter bank and backup air supply.

Compressor temperature exceeds normal operating range.

Compressor Motor: Provide a compressor driven by an electric motor. Do not use a gas or diesel engines to drive compressor. Insure that electrical supply available at the work site is adequate to energize motor.

Compressor Location: Locate compressor outside of building in location that will not impede access to the building, and that will not cause a nuisance by virtue of noise or fumes to occupied portions of the building.

Air Intake: Locate air intake remotely from any source of automobile exhaust or any exhaust from motors or buildings.

After Cooler: Provide an after cooler at entry to filter system which is capable of reducing temperatures to outside ambient air temperatures.

Self Contained Breathing Apparatus (SCBA): Configure system to permit the recharging of 1/2 hour 2260 PSI SCBA cylinders.

PART 3 - EXECUTION

3.01 GENERAL:

Respiratory Protection Program: Comply with ANSI Z88.2 - 1980 "Practices for Respiratory Protection" and OSHA 29 CFR 1910 and 1926.

Require that respiratory protection be used at all times that there is any possibility of disturbance of asbestos-containing materials whether intentional or accidental.

Require that a respirator be worn by anyone in a work area at all times, regardless of activity, during a period that starts with any operation which could cause airborne dust until the area has been cleared for re-occupancy in accordance with Section 01915.

Regardless of airborne fiber levels: Require that the minimum level of respiratory protection used be powered air-purifying respirators with high efficiency filters for removal work inside containments and half face dual cartridge respirators equipped with organic/high efficiency filters for the removal of floor tile mastic using chemical solvents.

Do not allow the use of single-use, disposable, or quarter-face respirators for any purpose.

3.02 FIT TESTING:

Initial Fitting: Provide initial fitting of respiratory protection during a respiratory protection course of training set up and administered by a Certified Industrial Hygienist. Fit types of respirator to be actually worn by each individual. Allow an individual to use only those respirators for which he has been trained and fit.

On a weekly basis, check the fit of each worker's respirator by having irritant smoke blown onto the respirator from a smoke tube in accordance with the fit test procedures outlined in 29 CFR 1910.134 Appendix A.

Upon each wearing: Require that each time an air-purifying respirator is put on that it be checked for fit with a positive and negative pressure fit test in accordance with the manufacturer's instructions or ANSI Z88.2 (1980) and 29 CFR 1910.134.

3.03 TYPE OF RESPIRATORY PROTECTION REQUIRED:

Provide respiratory protection as indicated in paragraph below. Where paragraph below does not apply, determine the proper level of protection by dividing the expected or actual airborne fiber count in the work area by the "protection factors" given below. The level of respiratory protection which supplies an airborne fiber level inside the respirator, at the breathing zone of the wearer, at or below the permissible exposure limit (PEL) is the minimum level of protection allowed.

3.04 PERMISSIBLE EXPOSURE LIMIT (PEL):

8-Hour Time Weighted Average (TWA) of asbestos fibers to which any worker may be exposed shall not exceed the following.

Fibers: For purposes of this section, fibers are defined as all fibers regardless of composition as counted in the OSHA Reference Method (ORM), NIOSH 7400 procedure, or asbestos fibers of any size as counted using either a scanning or transmission electron microscope.

Time Weighted Average (TWA) - 0.1 fibers/cubic centimeter

Excursion Limit - 1.0 fiber/cubic centimeter over any thirty (30) minute sampling period.

3.05 RESPIRATORY PROTECTION FACTOR:

RESPIRATOR TYPE	PROTECTION FACTOR
Air purifying: Negative pressure respirator High efficiency filter Half facepiece	10
Air purifying: Negative pressure respirator High efficiency filter Full facepiece	50
Powered-air purifying (PAPR): Positive pressure respirator High efficiency filter Full facepiece	1000
Powered-air purifying (PAPR): Positive pressure respirator High efficiency filter Half facepiece	50
Type C supplied air: Positive pressure respirator Continuous-flow Half facepiece	50

Type C supplied air: Positive pressure respirator Continuous-flow Full facepiece	1000
Type C supplied air: Positive pressure respirator Pressure demand Half facepiece	50
Type C supplied air: Positive pressure respirator Pressure demand Full facepiece	1000
Type C supplied air: Positive pressure respirator Demand mode Half facepiece	10
Type C supplied air: Positive pressure respirator Demand mode Full facepiece	50
Self-contained breathing apparatus (SCBA): Demand mode Half facepiece	10
Self-contained breathing apparatus (SCBA): Demand mode Full facepiece	50
Self-contained breathing apparatus (SCBA): Pressure demand Full facepiece	10,000

3.06 AIR PURIFYING RESPIRATORS:

Negative pressure - half or full face mask: Supply a sufficient quantity of respirator filters approved for asbestos so that workers can change filters during the work day. Require that respirators be wet-rinsed and filters discarded each time a worker leaves the work area. Require that new filters be installed each time a worker re-enters the work area. Store respirators and filters at the job site in the changing room and protect totally from exposure to asbestos prior to their use.

Powered air purifying - half or full face mask: Supply a sufficient quantity of high efficiency respirator filters approved for asbestos dust so that workers can change filters at any time that flow through the face piece decreases to the level at which the manufacturer recommends filter replacement. Require that regardless of flow, filter cartridges be replaced after 40 hours of use. Require that HEPA elements in filter cartridges be protected from wetting during showering. Require entire exterior housing of respirator including blower unit, filter cartridges, hoses, battery pack, face mask, belt, and cords to be washed each time a worker leaves the work area. Caution should be used to avoid shorting battery pack during washing. Provide an extra battery pack for each respirator so that one can be charging while one is in use.

3.07 TYPE "C" RESPIRATOR:

Air Systems Monitor: Continuously monitor the air system operation including compressor operation, filter system operation, backup air capacity and all warning and monitoring devices at all times that system is in operation. Assign an individual trained, by manufacturer of the equipment in use or by a Certified Industrial Hygienist, in the operation and maintenance of the system to provide this monitoring. Assign no other duties to this individual which will take him away from monitoring the air system.

3.08 RESPIRATORY PROTECTION PROGRAM:

Submit a completed "Respiratory Protection Program" form indicating type of respiratory protection proposed for each portion of the work.

- END OF SECTION -

CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT _____ DATE_____

PROJECT ADDRESS _____

SUBCONTRACTOR'S NAME_____

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PUBLIC.

Your employer's contract for the above project requires that: You be supplied with the proper respirator and be trained in its use. You be trained in safe work practices and in the use of the equipment found on the job. You receive a medical examination. These things are to have been done at no cost to you. By signing this certification you are assuring the owner that your employer has met these obligations to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed of the type respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

Physical characteristics of asbestos
Health hazards associated with asbestos
Respiratory protection
Use of protective equipment
Negative pressure systems
Work practices including hands on or on-job training
Personal decontamination procedures
Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

Signature _____

Printed Name _____

Social Security Number _____

Witness _____

CERTIFICADO DE CONOCIMIENTO DEL TRABAJADOR:
(CERTIFICATE OF WORKER'S ACKNOWLEDGMENT: Spanish Version)

NOMBRE DEL PROJECTO _____ FECHA _____

DOMICILIO DEL PROJECTO _____

NOMBRE DEL CONTRACTISTA _____

TRABAJAR CON ASBESTOS PUEDE SER PELIGROSO. EL RESPIRAR FIBRAS DE ASBESTOS A SIDO ASOCIADO CON VARIOS TIPOS DE CANCER. SI TU FUMAS Y RESPIRAS FIBRAS DE ASBESTOS, LAS POSIBILIDADES DE DESARROLLAR CANCER EN LOS PULMONES SON MAYORES QUE EN LAS PERSONAS QUE NO FUMAN.

El contrato de trabajo de tu patron con el dueño de este projecto requiere que: se te debe proporcionar un respirador apropiado y se te enseñe como usarlo. Tu debes ser entrenado para trabajar con medidas de seguridad y se te enseñe a usar el equipo y herramienta que se requiere para trabajar. Que seas examinado por un medico. Estas cosas deben ser hechas sin costo alguno para ti. Al firmar este certificado tu estas asegurando al dueno del projecto que tus patrones ya cumplieron con estas obligaciones (de proporcionarte equipo adecuado, entrenarte en practicas de seguridad y pasar por un chequeo medico). Por lo que se esta de acuerdo en mantener al dueño del projecto, sus consejeros, laboratorio de analisis y sus representantes fuera de responsabilidad en todas y cada una de las quejas que puedan resultar de, o relacionadas con este projecto.

PROTECCION RESPIRATORIA: Yo he sido entrenado en el use apropiado de respiradores, y he sido informado del tipo de respirador que debe ser usado en este projecto. Yo tengo una copia escrita del manual de proteccion respiratoria proporcionado por mis patrones. Yo he sido equipado sin costo alguno para me con el respirador que debe ser usado en este projecto.

CURSO DE ENTRENAMIENTO: Yo he sido entrenado en los peligros relacionados con el manejo de asbestos y con el respirar polvo de asbestos y he sido entrenado en los procedimientos de trabajo adecuados y medidas de proteccion personales en el area de trabajo. Los temas vistos en el curso incluyen los siguientes:

Caracteristicas fisicas de asbestos
Peligros de salud asociado con asbestos
Uso de equipo de proteccion
Sistemas de aire negativos
Practicas de trabajo mientras se trabaja o se entrena
Procedimientos de descontaminacion personal
Muestreo del aire, personal y del area

EXAMEN MEDICO: Yo he sido examinado dentro de lost ultimos 12 meses el cual fue pagado por mis patrones. Esta examinacion incluye: historia de salud, pruebas de funcion pulmonares y podria tener incluida una evaluacion de rayos x del torax.

Firma: _____

Nombre Escrito: _____

Numero Del Seguro Social: _____

Testigo: _____

SECTION 01915

WORK AREA CLEARANCE (PCM)

PART 1 - GENERAL: CLEARANCE AIR SAMPLES WILL BE COLLECTED AND THE SAMPLES FROM THE WORK AREAS WILL BE ANALYZED USING PCM METHOD.

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, and other Division - 1 Specification sections, apply to work of this section.

1.02 CONTRACTOR RELEASE CRITERIA:

The work is complete when the work area is visually clean and airborne fiber levels have been reduced to the level specified below.

1.03 AIR MONITORING:

To determine if the elevated airborne fiber counts encountered during demolition operations have been reduced to the specified level, the Owner's Representative will secure samples and analyze them according to the following procedures.

Fibers Counted: "Fibers" referred to in this section shall be as defined in NIOSH Method 7400, Issue 2.

1.04 SAMPLING:

The type of sample to be collected will be determined by the CIH retained by the Owner. In the case of aggressive air sampling, the sampling techniques are as follows:

There are not standards available for flow rate of leaf blowers or large fans. However this information is not critical to the success of the procedure.

Before sampling pumps are started the exhaust from forced air equipment (leaf blower with at least 1 horsepower electric motor) will be swept against the abated area and all surfaces. This procedure will be continued for five (5) minutes per 10,000 cubic feet of room volume.

1.05 SCHEDULE OF AIR SAMPLES:

GENERAL: The number and volume of air samples taken and analytical methods used by the Owner will be in accordance with the following schedule. Sample volumes given may vary depending upon the analytical instruments used.

Visual Inspection: Required as a prerequisite of air testing, is set forth in section 01914.

Air Monitoring: Performed by the Owner during abatement work, is described in section 01906.

If results of the first set of air samples show that the Contractor has not achieved clearance level, it is the Contractor's responsibility to perform the additional work required for clearance. In addition, the Contractor will be responsible for all costs involved with any additional air sampling to be performed (cost of analysis and collection).

PHASE CONTRAST MICROSCOPY (PCM):

LOCATION SAMPLED	NUMBER OF SAMPLES	FILTER MEDIA	DETECTION LIMIT (FIBERS/CC)	MINIMUM VOLUME (LITERS)	FLOW RATE LPM
Inside Affected Functional Space	5 (minimum)	Mixed Cellulose Ester 0.80 Micron	0.01	1500	2-10

Analysis: Fibers on each filter will be measured using PCM procedures in accordance with NIOSH 7400, Issue 2.

Release Criteria: Decontamination of the work site is complete when every work area sample is below or equal to 0.01 f/cc of air sampled or the baseline whichever is higher.

Phase Contract Microscopy: The services of a testing laboratory will be employed by the Owner to perform laboratory analysis of the air samples. A microscope and technician will be set up on site so that verbal results can be obtained immediately. If site conditions dictate that the testing laboratory cannot set up on site, verbal results shall be relayed to the Owner as well as the contractor within four hours of the collection of the clearance samples. A complete record certified by the testing laboratory of all air monitoring tests and results will be furnished to the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

- END OF SECTION -

VERIFICATION OF FINAL VISUAL INSPECTION

In accordance with Section 01914 "Project Decontamination" and the Texas Asbestos Health Protection Rules, Section 295.58 (3)(C), the Contractor hereby certifies that he has visually inspected the work area after the containment and all other materials have been removed from the site (all surfaces including pipes, beams, ledges, walls, ceiling and floor, etc.) and has found no dust, debris or residue.

BY: (Signature) _____ (Date)_____

(Print Name) _____

(Print Title) _____

(Print Project Name) _____

(Print Name of Abatement Contractor) _____

OWNER REPRESENTATIVE VERIFICATION

In accordance with Section 01914 "Project Decontamination" and the Texas Asbestos Health Protection Rules, Section 295.58 (3)(C), the Owner Representative, a Texas State licensed Asbestos Consultant or his designated representative, hereby certifies that he has visually inspected the work area after the containment and all other materials have been removed from the site (all surfaces including pipes, beams, ledges, walls, ceiling and floor, etc.) and has found no dust, debris or residue.

BY: (Signature) _____ (Date)_____

(Print Name) _____

(Print Title) _____

(Print Project Name) _____

(Print Company Affiliation) _____

SECTION 01917

DISPOSAL OF ASBESTOS-CONTAINING WASTE MATERIAL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

Drawings and general provisions of the Contract, and Division-1 Specification sections, apply to work of this section.

1.02 DISPOSAL:

Friable asbestos-containing waste material and debris that is packaged in accordance with the provision of this specification may be disposed of at designated sanitary landfills when certain precautions are taken.

Notice to appropriate Environmental Protection Agency regional office.

Notice and permit from appropriate State and/or local Agencies.

See Section 01904 for agency locations and code.

Dispose of non-friable asbestos containing material in accordance with applicable regulations.

1.03 SUBMITTALS:

Submit copies of all manifest, including DOT shipping receipts, and landfill site receipts to Owner's Representative within 15 calendar days of project completion.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 GENERAL:

Carefully load containerized waste on sealed trucks or other appropriate vehicles for transport. Exercise care before and during transport, to insure that no unauthorized persons have access to the material.

Do not store disposal bagged material outside of the work area. Take bags from the work area directly to a sealed truck or dumpster. Label containers or bags with the name of the waste generator and the location at which the waste was generated.

Do not transport disposal bagged material on open trucks. The interior of the vehicle where bags are being transported shall be lined with 6 mil thich polyethylene. Double bagged material may be transported on open trucks if they are first loaded in sealed drums. Label drums with the same warning label as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos-containing waste and dispose of in accordance with the specification.

Advise the sanitary landfill operator at least twenty-four hours in advance of transport of the quantity of material to be delivered.

At the burial site, sealed plastic bags shall be carefully removed from the truck. If bags are broken or damaged in transit, leave in the truck and clean entire truck and contents using procedures set forth in Section 01914 Project Decontamination.

Retain receipts from landfill for material disposed of.

Final payment may be withheld by the Owner until all the properly executed manifests have been submitted to the Owner's Representative.

- 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 contactor 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 □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 □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 □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	"Tex-115-E, 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	"Tex-115-E, Field Method for Determining In-Place Density of Soils and Base Materials"	± 2.5% Field Density
Gradation:	"Tex-110-E, Particle Size Analysis of Soils"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	"Tex-104-E, Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	"Tex-106-E, Calculating the Plasticity Index of Soils"	20% of the mean*

Asphalt Stabilized Base

Asphalt Stabilized Base		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 4 ≤ No. 4	-	± 5% ± 3%
Liquid Limit	"Tex-104-E, Determining Liquid Limit of Soils"	15% of the mean*
Plasticity Index	"Tex-106-E, Calculating the Plasticity Index of Soils"	20% of the mean*
Percent Asphalt	"Tex-210-F, Determining Asphalt Content of Bituminous Mixtures by Extraction"	± 0.3%
-	"Tex-228-F, 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	"Tex-415-A, Slump of Portland Cement Concrete"	± 1.0"
Entrained Air	3. "Tex-414-A, Air Content of Freshly Mixed Concrete by the Volumetric Method" 4. "Tex-416-A, Air Content of Freshly Mixed Concrete by the Pressure Method"	± 1%

Asphaltic Concrete Coarse Aggregate

Asphaltic Concrete Coarse Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> No. 10 ≤ No. 10	-	± 5% ± 3%
Deleterious Material	"Tex-217-F, Determining Deleterious Material and Decantation Test for Coarse Aggregates"	± 0.3 %
Decantation	"Tex-217-F, 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)	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	± 3%
Bar Linear Shrinkage	"Tex-107-E, Determining the Bar Linear Shrinkage of Materials"	± 2

Asphaltic Concrete Combined Aggregate

Asphaltic Concrete Combined Aggregate		
Procedure	**Texas Test Method**	**Tolerance**
Gradation:	"Tex-200-F, Sieve Analysis of Fine and Coarse Aggregates"	-
> 5/8" 5/8" through No. 200 Passing No. 200	-	± 5% ± 3% ± 1.5%
Sand Equivalent	"Tex-203-F, 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"	± 0.3%
-	"Tex-228-F, Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method"	± 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%
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"	± 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"	± 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?	☐	☐	☐

		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?	☐	☐	☐

	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)?	☐	☐	☐

	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?	☐	☐	☐

	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)

	Yes	No	NA
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
Description: _____
Location: _____
Report No.: _____
Date: _____
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?	☐	☐	☐

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?	☐	☐	☐

_____

_____

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?			

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?	☐	☐	☐

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?	☐	☐	☐
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?	☐	☐	☐

(Note: For dry shafts over 24" diameter concrete freefall is unlimited; use 3 foot drop tube.)

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?

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"?	☐	☐	☐

_____

_____

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		

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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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 ¾ 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?	☐	☐	☐

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?	☐	☐	☐

Concrete Structures – Item 420

Williamson County
Road Bond Program
Inspection Check Lists

Spec Item: 421 – Hydraulic Cement Concrete
Description: _____
Location: _____
Report No.: _____
Date: _____
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?	☐	☐	☐

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, clump, entrained air, concrete temperature, etc.) being performed at the required frequency using proper TxDOT testing methods?	☐	☐	☐

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 ☐ PM | MAX TIME

*%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
Description: _____
Location: _____
Report No.: _____
Date: _____
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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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 ¾" 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 ½" 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?	☐	☐	☐

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?	☐	☐	☐

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?	☐	☐	☐

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
Description: _____
Location: _____

Report No.: _____
Date: _____
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?	☐	☐	☐

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)	☐	☐	☐

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, wield-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?	☐	☐	☐

Reinforcing Steel – Item 440

		Yes	No	NA
7.	For bridge slabs, is the clear cover tolerance for the top mat of reinforcement 0" to ½"?	☐	☐	☐
	_____			
	_____			
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?	☐	☐	☐
	_____			
	_____			

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?	☐	☐	☐

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"?	☐	☐	☐

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
464 – Reinforced Concrete Pipe

Report No.: _____

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 Strom 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?	☐	☐	☐

Concrete Box Culverts & Storm Drains – Item 462
Reinforced Concrete Pipe – Item 464

	Yes	No	NA
B. Jointing Materials			
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?	☐	☐	☐

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?	☐	☐	☐

	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?	☐	☐	☐

	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 form 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"?	☐	☐	☐

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 & TESTING

MARCH 2015

Texas Department of Transportation

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 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 projects subject to FHWA construction oversight activities, 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.

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 is applicable to all contracts associated with the 2014 Standard Specifications.

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		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
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	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. Sample in accordance with Tex-100-E.
	Plasticity Index **(A)**	Tex-106-E		Materials with PI > 15: 5,000 CY	
	Gradation	Tex-110-E		Each 10,000 CY	When shown on plans. This test may be waived for embankment cuts, as directed by the Engineer. Sample in accordance with Tex-100-E.
	Moisture/Density	Tex-114-E		As directed by the Engineer	Not required for ordinary compaction. Determine a new optimum moisture and maximum density for each different material or notable change in material. Sample in accordance with Tex-100-E.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Fill: each 5,000 CY min. 1 per lift.	Not required for ordinary compaction. Determine a new optimum moisture and maximum density according to Tex-114-E 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	
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)	Sample in accordance with Tex-100-E.
RETAINING WALL (SELECT BACKFILL)	Gradation	Tex-110-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Resistivity **(A)**	Tex-129-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	For material with resistivity between 1,500 and 3,000 ohm-cm, determine chloride and sulfate content, as specified in Item 423. Sample in accordance with Tex-400-A.
	pH **(A)**	Tex-128-E	During stockpiling operations, from completed stockpile, or project site **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.

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		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
RETAINING WALL (SELECT BACKFILL) (continued)	Soundness	Tex-411-A	During stockpiling operations, or from completed stockpile	1 per source, per project	Test when backfill sources appear to contain particles such as shale, caliche, or other soft, poor-durability particles. Sample in accordance with Tex-400-A.
	In-place Density **(A)**	Tex-115-E	As designated by the Engineer.	1 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	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
	Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Moisture/Density	Tex-113-E	From completed stockpile at the source **(E)**	Each 20,000 CY	Not required for ordinary compaction. Sample in accordance with Tex-400-A.
	Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.
	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	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. Sample in accordance with Tex-400-A.

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		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
UNTREATED BASE COURSES		In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min. 1 per lift	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.
		Thickness **(A)**	Tex-140-E	As designated by the Engineer	Each 3,000 CY	Not required where survey grade control documents compliance.
TREATED SUBGRADE AND BASE COURSES	SUBGRADE BEFORE TREATMENT	Organic Content	Tex-148-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
		Sulfate Content	Tex-145-E	As designated by the Engineer	1 per 500 linear feet or 5,000 CY	Required for existing subgrade material and material imported from a borrow source. Soil survey and geologic maps may be used to determine sampling locations. Sample in accordance with Tex-100-E.
	NEW BASE MATERIAL	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	When central mix site or plant is used, windrow sampling may be waived. Sample in accordance with Tex-400-A.
		Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	
		Gradation **(A)**	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow **(B)**	Each 5,000 CY	Sample in accordance with Tex-400-A.
		Wet Ball Mill **(A)**	Tex-116-E	From completed stockpile at the source **(E)**	Each 20,000 CY	As required by the plans. Sample in accordance with Tex-400-A.

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		
MATERIAL OR PRODUCT		**TEST FOR**	**TEST NUMBER**	**LOCATION OR TIME OF SAMPLING (D)**	**FREQUENCY OF SAMPLING (F)**	**REMARKS**
TREATED SUBGRADE AND BASE COURSES	NEW BASE MATERIAL	Strength **(A)**	Tex-117-E	From completed stockpile at the source **(E)**	Each 20,000 CY	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.
	LIME	Compliance with DMS-6350	Tex-600-J	During delivery to project	Commercial Lime Slurry: each 200 tons of lime Carbide Lime Slurry: each 100 tons of lime	Sample in accordance with Tex-400-A.Verify the source is listed in the current Material Producer List for Lime. Only materials listed in the Material Producer List will be accepted. Sample frequency for Carbide Lime Slurry may be increased as directed by the Engineer. For Hydrated Lime and Quick Lime project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice.
	CEMENT	Compliance with DMS-4600		Railroad car, truck, or cement bins		Verify the source is listed in the current Material Producer List for Cement. If not, sample and test in accordance with DMS-4600. **(C)**
	FLY ASH MATERIAL	Compliance with DMS-4615		Project samples at location designated by the Engineer		Verify the source is listed in the current Material Producer List for Fly Ash. Only materials from CSTM&P approved sources listed in the Material Producer List for Fly Ash will be accepted. Project testing is not required but it is encouraged to sample and test the material at a rate of 1 per project as a best practice. **(C)**
	COMPLETE MIXTURE	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. Sample in accordance with Tex-100-E.
		Soil-Cement Testing Soil-Lime Testing	Tex-120-E (Part II), or Tex-121-E (Part II)	From roadway windrow after treatment **(E)**	Each 20,000 CY	Not required for ordinary compaction. Determine a new moisture/density curve for each different or notable change in material. Perform a Tex-120-E Part II for Cement Treated Material and Tex-121-E Part II for Lime, Lime-Fly Ash or Fly Ash Treated Material. If Tex-120-E Part I, Tex-121-E Part I or Tex-127-E is performed prior to the project, this test may be waived. Sample in accordance with Tex-100-E.

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		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (F)	REMARKS
TREATED SUBGRADE AND BASE COURSES	COMPLETE MIXTURE	Soil-Cement Testing Soil-Lime Testing	Tex-120-E (Part I) Tex-121-E (Part I) or Tex-127-E	From roadway windrow after treatment	As necessary for control	Perform Tex-120-E Part I on cement treated material, Tex-121-E Part I for lime-fly ash or fly ash treated material. Verifies the field strength by comparing results from the mix design. Performed at the discretion of Engineer. Sample in accordance with Tex-100-E.
		In-place Density **(A)**	Tex-115-E	As designated by the Engineer	Each 3,000 CY, min 1 per lift	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	Not required where survey grade control documents are used for compliance
RECLAIMED ASPHALT PAVEMENT (RAP), CRUSHED CONCRETE, and RECYCLED MATERIALS		Sulfate Content	Tex-145-E	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Not required for RAP. Sample in accordance with Tex-400-A.
		Deleterious Material	Tex-413-A		Each 5,000 CY	Required only for contractor furnished recycled material, including crushed concrete. Sample in accordance with Tex-400-A.
		Decantation	Tex-406-A	During stockpiling operations, from completed stockpile, or windrow	Each 5,000 CY	Required only for contractor furnished RAP. Sample in accordance with Tex-400-A.

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 – 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.

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 IA – ASPHALT STABILIZED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation **(A)**	Tex-200-F Part I	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Liquid Limit **(A)**	Tex-104-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	Sample in accordance with Tex-400-A.
	Plasticity Index **(A)**	Tex-106-E	During stockpiling operations, from completed stockpile, or prior to mixing	Each 5,000 CY	
	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	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 BRSQC, meets the project specifications. Sample in accordance with Tex-400-A. **(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. Sample in accordance with Tex-400-A.
	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. Sample in accordance with Tex-400-A.
LIME	Compliance with DMS-6350		During delivery to the project	Hydrated Lime: 1 Per Project. Commercial Lime Slurry: each 200 tons of lime **(D)** Carbide Lime Slurry: each 100 tons of lime **(D)** Quick Lime: 1 Per Project	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.
RECLAIMED ASPHALT PAVEMENT (RAP), and RECYCLED AGGREGATE	Decantation	Tex-217-F Part II	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.

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Testing frequency may need to be increased for high material variability or when test results approach specification limits.

TABLE IA – ASPHALT STABILIZED BASE (Plant Mix)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
RECYCLED ASPHALT SHINGLES (RAS)	Decantation	Tex-217-F Part III	During stockpiling operations, from completed stockpile, or prior to mixing	Each 10,000 CY	Sample in accordance with Tex-400-A.
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.	1 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 in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
COMPLETE MIXTURE	Laboratory Density **(A)**	Tex-126-E	Plant Mix **(C)**	20,000 CY (25,000 tons)	Sample in accordance with Tex-222-F.
	Percent Asphalt **(A)**	Tex-236-F	Plant Mix **(C)**	Each 1,500 CY (2,000 tons) or days production	Determine asphalt content correlation factors for ignition oven at a minimum of one per project. Sample in accordance with Tex-222-F.
	Indirect Tensile Strength – Dry	Tex-226-F	Plant Mix	1 per project, per design	Sample in accordance with Tex-222-F.
	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. Sample in accordance with Tex-222-F.
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway cores, as designated by the Engineer **(C, D)**	Each 2,500 CY (3,000 tons) or days production	Not required for ordinary compaction or when air void requirements are waived. Sample in accordance with Tex-222-F.

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	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.
D	Each test performed that is based on a quantity of material is considered “or fraction thereof” for calculating number of tests.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
AGGREGATE	Gradation **(A)**	Tex-200-F, Part I	Stockpile (At source or at point of delivery)	One each 1,000 CY	Rate may be reduced to one each 2,000 CY if the Engineer approves a contractor quality control plan. Sample in accordance with Tex-221-F.
	L. A. Abrasion **(A)**	Tex-410-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Magnesium Soundness **(A)**	Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Surface Aggregate Classification **(A)**	Tex-612-J Tex-411-A	Stockpile	1 per 20,000 CY	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample and test at 1 per 20,000 CY prior to use. Sample in accordance with Tex-221-F. **(B)**
	Pressure Slake **(A)**	Tex-431-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Freeze Thaw **(A)**	Tex-432-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Unit Weight	Tex-404-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	24 hr Water Absorption **(A)**	Tex-433-A	Stockpile	1 per 20,000 CY	Same as above. Required only for lightweight aggregate. Sample in accordance with Tex-221-F.
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per 20,000 CY	Only required for crushed gravel. Sample in accordance with Tex-221-F.
	Deleterious Material **(A)**	Tex-217-F Part I	Stockpile	1 per 10,000 CY	Not required for lightweight aggregate. Sample in accordance with Tex-221-F.
	Decantation **(A)**	Tex-406-A	Stockpile	1 per 10,000 CY	Sample in accordance with Tex-221-F.
	Flakiness Index	Tex-224-F	Stockpile	Frequency as directed by the Engineer	Sample in accordance with Tex-221-F.

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TABLE II – SEAL COAT					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (C)	FREQUENCY OF SAMPLING (D)	REMARKS
	Micro Deval	Tex-461-A	Stockpile	1 per project or as necessary for control	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, unless otherwise directed by the Engineer. Sample in accordance with Tex-221-F.
	White Rock Count	Tex-220-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant. Sample in accordance with Tex-221-F.
	Naturally Impregnated Bitumen Content	Tex-236-F	Stockpile		Required only for Limestone Rock Asphalt. Not required when CSTM&P provides inspection at the plant. Sample in accordance with Tex-221-F.
PRECOATED AGGREGATE	Asphalt Content	Tex-236-F	Stockpile	Frequency as directed by the Engineer when a target value is specified	Sample in accordance with Tex-221-F.
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	Sample in accordance with Tex-500-C. 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.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation **(B)**	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A.
		Los Angeles Abrasion **(A) (B)**	Tex-410-A		Two, each source	Verify the value of the source, as listed in the current Material Producer list for CRSQC, meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-cycle Magnesium Sulfate Soundness **(A) (B)**	Tex-411-A		Two, each source	Verify the value of the source, as listed in the current CRSQC, meets the project specifications. **(C)**
	FINE AGGREGATE	Sand Equivalent **(B)**	Tex-203-F	From stockpile at concrete plant	1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Organic Impurities **(B)**	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A) (B)**	Tex-401-A		Each 1,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Fineness Modulus **(B)**	Tex-402-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used. Test to confirm material variability when strength values are in question.
		Deleterious Material **(B)**	Tex-413-A		1 per project or as necessary for control	Sample in accordance with Tex-400-A. Test to confirm material variability when strength values are in question.
		Acid Insoluble Residue **(A) (B)**	Tex-612-J		Two, each source	Only for concrete subject to direct traffic. Verify the value of the source, as listed in the current CRSQC, meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
SILICA FUME		Compliance with DMS-4630 **(A)**		Railroad car, truck, bags or silos	1 per project, per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
METAKAOLIN	Compliance with DMS-4635 **(A)**		Railroad car, truck or silos	1 per project, per class of concrete (For each type and brand)	
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, slag cement, and chemical admixture sources are listed in the Material Producer Lists. 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). Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash.
JOINT MATERIAL	Compliance with DMS-6300				Sample in accordance with Tex-500-C. Verify the source is listed in the Material Producer List for Joint Sealers. If not, sample and test prior to use in accordance with DMS-6310. **(C)**
CURING COMPOUND	Compliance with DMS-4650		Sampled at jobsite; tested by CSTM&P. See remarks.	When requested by CST	Only products listed in the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed in the Material Producer list for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			Only materials from CSTM&P approved sources listed in the Material Producer List for Reinforcing Steel Mills and Seven Wire Steel Strand will be allowed. **(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 allowed. **(C)**
LATEX	Compliance with DMS-4640 for concrete chemical admixtures		Sampled at jobsite.	Min. of 1 test per project	Sample in accordance with Tex-321-E.
EPOXY	Compliance with DMS-6100, unless otherwise specified		Sampled at jobsite if not pre-approved by CSTM&P.	1 per batch or shipment	Verify the source is listed in the Material Producer List for Epoxies and Adhesives. If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(C)**

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TABLE III – HYDRAULIC CEMENT CONCRETE – STRUCTURAL (Classes: C, F, H, S, CO, K, LMC, or SS)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (D)	FREQUENCY OF SAMPLING (E)	REMARKS
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)	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 design strength as defined in Item 421 Table 8, the remaining 2 cylinders 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 8, the two remaining cylinders are not required to be tested.
CONCRETE	Slump	Tex-415-A		See Remarks	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. • Sample in accordance with Tex-407-A. • Perform slump and temperature tests on the same load from which strength test specimens are made. • Perform entrained air test only when entrained air concrete is specified in the plans. Check temperature of every load for bridge slabs and mass concrete placements. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A		1 test for every 10 contractor job control tests	
	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)	1 per span	Min. 6 – Max. 18 locations per span.

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.
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TABLE IV – HYDRAULIC CEMENT CONCRETE – NON-STRUCTURAL CONCRETE (Classes: A, B, or E)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING (B)	FREQUENCY OF SAMPLING (C)	REMARKS
CONCRETE	Compressive Strength (A)	Tex-418-A	At point of concrete placement	2 cylinders per 180 CY, per class	Sampling must be in accordance with Tex-407-A. Strength will be determined by 7-day specimens.
MIX DESIGN	Compliance with the Standard Specification		At source if not approved.	Min. 1 design per class, per source	Verify if cement, fly ash, slag cement, and chemical admixture sources are listed in the Material Producer Lists. If not, sample and submit to CSTM&P for testing. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. 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)	Sample in accordance with Tex-320-D.
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	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.
C	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 V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)						
				PROJECT TESTS		
MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
MINERAL AGGREGATE	COARSE AGGREGATE	Decantation	Tex-406-A	From stockpile at concrete plant	Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Deleterious Materials	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		L.A Abrasion **(A)**	Tex-410-A		Two, each source	Verify the value of the source, as listed in the current CRSQC, meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
		5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	FINE AGGREGATE	Sand Equivalent	Tex-203-F	From stockpile at concrete plant	Each 3,000 CY of concrete (Each source or combination of sources)	Sample in accordance with Tex-400-A. Test combined aggregate when used. No less than one per week's production
		Organic Impurities	Tex-408-A		1 per project, per source	Sample in accordance with Tex-400-A.
		Sieve Analysis **(A)**	Tex-401-A		As necessary for control	Sample in accordance with Tex-400-A. Test combined aggregate when used.
		Fineness Modulus **(B)**	Tex-402-A			
		Deleterious Material **(B)**	Tex-413-A		Each 20,000 CY of concrete (each source)	Sample in accordance with Tex-400-A.
		Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed in the current CRSQC, meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-400-A. **(C)**
MIX DESIGN		Compliance with the Standard Specifications 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. Sample in accordance with Tex-300-D for cement and in accordance with Tex-733-I for fly ash. Water testing is contracted by the concrete supplier (commercial lab report to be reviewed by TxDOT).

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 V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
SILICA FUME	Compliance with DMS-4630		Railroad car, truck, bags or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-D.
METAKAOLIN	Compliance with DMS-4635		Railroad car, truck or silos	1 per project per class of concrete (For each type and brand)	Sample in accordance with Tex-320-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	Sample in accordance with Tex-500-C. 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; tested by CSTM&P. See remarks.	When requested by CST	Only products listed in the Material Producer List for Concrete Curing Compounds will be allowed. When sample is requested by CST, sample in accordance with Tex-718-I. Ensure container has been agitated and mixed prior to sampling. **(C)**
EVAPORATION RETARDANTS	Compliance with DMS-4650				Only products listed in the Material Producer List for Evaporation Retardants will be allowed. **(C)**
REINFORCING STEEL	Compliance with the Std. Specifications & Spec. Provisions	As Specified			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	Compliance with DMS-4515	Tex-712-I	Sampled at jobsite if not sampled at source by CSTM&P; tested by CSTM&P. See remarks.	Refer to Tex-711-I for sampling rates	Only materials from CSTM&P approved sources listed in the Material Producer List for Multiple Piece Tie-bars for Concrete Pavements will be allowed. Sample in accordance with Tex-734-I.
EPOXY	Compliance with DMS-6100		Sampled at jobsite if not pre-approved by CSTM&P. See remarks.	1 batch per shipment	Verify the source is listed in the Material Producer List for Epoxies and Adhesives. If not, sample and test prior to use in accordance with DMS-6100. Sample in accordance with Tex-734-I. **(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 V – HYDRAULIC CEMENT CONCRETE PAVEMENT (Classes: P, or HES)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING (D)	REMARKS
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. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Slump	Tex-415-A	At time and location strength specimens are made	See Remarks	Slump is not required for slip-formed pavement. 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. • Sample in accordance with Tex-407-A. • Perform slump and temperature tests on the same load from which the strength specimens are made. • Perform entrained air test only when entrained air concrete is specified in the plans. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Entrained Air **(A)**	Tex-416-A or Tex-414-A		1 test for every 10 contractor job control tests.	
	Temperature	Tex-422-A			
	Thickness	Tex-423-A	Center of paving machine	Every 500 feet	Methods other than Tex-423-A may be shown on the plans.
	Ride Quality Surface Test Type B. **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

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.

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, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION (Per Design)**	**FREQUENCY OF SAMPLING (E)**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Surface Aggregate Classification **(A)**	Tex-499-A		1 per project, per source	
	Micro Deval	Tex-461-A		1 per project, per aggregate source	Not required when the Rated Source Soundness Magnesium loss is 15 or less as listed in the current published BRSQC. If testing is required, sample in accordance with Tex-221-F.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source, per design	Does not apply to Item 342. Sample in accordance with Tex-221-F. 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. 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 in accordance with Tex-500C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted on individual materials as necessary for control.

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, 346, 347 and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)							
			PROJECT TESTS		PROJECT INDEPENDENT ASSURANCE TESTS		
MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	LOCATION	FREQUENCY (Per Design)	LOCATION	FREQUENCY	REMARKS
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per Lot			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	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	Sample in accordance with Tex-222-F. Does not apply to Item 342, Permeable Friction Course. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Gradation **(A)**	Tex-236-F	Engineer Truck Sample **(D)**	Minimum 1 per 12 Sublots **(E)**			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C	Truck Sample	1 per project			Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F					Sample in accordance with Tex-222-F. Unless waived by the Engineer. Does not apply to Items 342, 346, and 348.
	Moisture Content	Tex-212-F Part II	Engineer Truck Sample				Sample in accordance with Tex-222-F.
	Lab Molded Density **(A)**	Tex-207-F	Truck Sample **(D)**	1 per Sublot 1 per Lot for Item 347	Truck	1 per 10 Lots only if compactor is shared by Contractor and State	Sample in accordance with Tex-222-F. Contractor's required testing will be in accordance with specification requirements for the appropriate specification Item #.
	Drain Down Test **(A)**	Tex-235-F	Engineer Truck Sample	1 per project 1 per Lot for Item 342			Sample in accordance with Tex-222-F. Not required for Item 341 and Item 344.
	Hamburg Wheel Test **(A)**	Tex-242-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Sample during production. Does not apply to Item 348.
	Overlay Test	Tex-248-F	Engineer Truck Sample	1 per project			Sample in accordance with Tex-222-F. Does not apply to Items 341, 344, and 348.

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, 346, 347, and 348) (All testing as noted in Table VI may be waived for exempt production as defined by specification.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design)**	**REMARKS**
ROADWAY	In-Place Air Voids **(A)**	Tex-207-F	Roadway **(D)**	2 cores per Sublot	Two cores taken per Sublot and averaged. Sample in accordance with Tex-222-F. Does not apply to Items 342, 347, and 348.
ROADWAY	Segregation Profile **(A)**	Tex-207-F Part V	Roadway	1 per project	Not required when Contractor uses thermal imaging system. Does not apply to Items 342, 347, and 348.
	Joint Density **(A)**	Tex-207-F Part VII	Roadway	1 per project	
	Thermal Profile	Tex-244-F	Immediately behind paver	1 per project	Not required when Contractor uses thermal imaging system.
	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes	1 per project	Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results for surface test Type A are not required to be reported.
	Permeability	Tex-246-F	Roadway	1 per project	Only applies to Items 342, 347, and 348.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Sampling must be in accordance with Tex-735-I. Verify the source is listed in the current Material Producer List for Silt Fence, Filter Fabric and Fabric Underseals. If not sample and test prior to use in accordance with DMS-6220.

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.

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		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. **(D)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex-461-A			Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. SiteManager Quality Monitoring test documentation is accomplished by attaching an approved mix design.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Sample in accordance with Tex-221-F. 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) (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 in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%) **(A)**	Tex-236-F	Engineer Truck Sample **(E)**	Minimum of 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F 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	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per 5,000 tons	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. 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 VII – ASPHALT CONCRETE PAVEMENT (Items 334) (Refer to DMS-9210, Limestone Rock Asphalt (LRA) for testing requirements for Item 330.)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY (Per Design) (F)**	**REMARKS**
COMPLETE MIXTURE	Moisture Content	Tex-212-F Part II	Truck Sample	1 per 5,000 tons	Sample in accordance with Tex-222-F. Performed by CSTM&P at the point of production for payment calculations.
	Hydrocarbon-Volatile Content	Tex-213-F		1 per 5,000 tons	Sample in accordance with Tex-222-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	Sample in accordance with Tex-222-F.
	Hveem Stability **(A)**	Tex-208-F		1 per 5,000 tons	Sample in accordance with Tex-222-F. The timing of when the test is performed is at the discretion of the Engineer.
ROADWAY	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.

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.

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)

			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY**	**REMARKS**
COARSE AGGREGATE	L. A. Abrasion **(A)**	Tex-410-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. **(C)**
	Magnesium Sulfate Soundness **(A)**	Tex-411-A			
	Micro Deval	Tex-461-A	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F. Testing frequency may be reduced or eliminated based on a satisfactory test history.
	Surface Aggregate Classification **(A)**	Tex-499-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. **(C)**
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per design	Sample in accordance with Tex-221-F.
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 in accordance with Tex-500-C, Part III. Sample binder at hot mix plant in accordance with Tex-500-C, Part II. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
MIX DESIGN	Compliance with applicable specification	Tex-204-F	At source (if not approved)	Min. 1 design per Mix Type and Asphalt Grade	Verify that aggregates, recycled asphalt pavement, recycled asphalt shingles, mineral filler, asphalt binder, anti-stripping additives, and warm mix systems are on the Material Producer List where applicable and that they meet project specification requirements. Project sampling and testing may be conducted in individual materials as necessary for control.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample **(D)**	Minimum of 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced **(D)**	1 per day	Sample in accordance with Tex-222-F.
	Gradation **(A)**	Tex-236-F	Truck Sample	Minimum 1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Boil Test	Tex-530-C		1 per project	Sample in accordance with Tex-222-F. Unless waived by the Engineer.
	Indirect Tensile Strength – Dry	Tex-226-F		1 per project, per design	Sample in accordance with Tex-222-F. Unless waived by 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 VIII – ASPHALT CONCRETE PAVEMENT (Item 340)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION**	**FREQUENCY**	**REMARKS**
COMPLETE MIXTURE	Lab Molded Density **(A)**	Tex-207-F	Truck Sample	1 per day	Sample in accordance with Tex-222-F.
	Hamburg Wheel Tracker **(A)**	Tex-242-F		1 per project	Sample in accordance with Tex-222-F. Sample during production.
ROADWAY	Air Voids **(A)**	Tex-207-F	Selected by the Engineer **(D)**	1 per day (2 Cores)	Sample in accordance with Tex-222-F.
	Ride Quality Test Type B **(A)**	Tex-1001-S	Final riding surface of travel lanes		Engineer may verify Contractor's results for surface test Type B. For traditional design-bid-build TxDOT projects, CST has contracted with TTI to perform random ride verification at 10% frequency. Results from surface test Type A are not required to be reported.
FABRIC UNDERSEAL	Compliance with DMS-6220		Sampled, tested, and approved by CSTM&P		Sample in accordance with Tex-735-I. Verify the source is listed in the current Material Producer List for Silt Fence, Filter Fabric and Fabric Underseals. If not sample and submit to CSTM&P for testing prior to use in accordance with DMS-6220.

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.

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 IX – MICROSURFACING (Item 350)					
			PROJECT TESTS		
MATERIAL OR PRODUCT	**TEST FOR**	**TEST NUMBER**	**LOCATION OF SAMPLING**	**FREQUENCY (Per Design)**	**REMARKS**
AGGREGATE	5-Cycle Magnesium Sulfate Soundness **(A)**	Tex-411-A	Stockpile **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing at 1 per project, per source. **(C)**
	Gradation	Tex-200-F Part II		1 per project, per source	Sample in accordance with Tex-221-F.
	Crushed Face Count	Tex-460-A		1 per project, per source	Sample in accordance with Tex-221-F.
	Acid Insoluble **(A)**	Tex-612-J		1 per project, per source	Verify the value of the source, as listed in the current BRSQC, meets the project specifications. If not, sample and submit to CSTM&P for testing prior to use in accordance with Tex-499-A. Sample in accordance with Tex-221-F. **(C)**
	Surface Aggregate Classification	Tex-499-A	Stockpile, or BRSQC **(B)**	1 per project, per source	Verify the published value of the source, as listed in the current Material Producer list for BRSQC meets the project specifications. If not, sample in accordance with Tex-221-F and submit to CSTM&P for testing at 1 per project, per source. **(C)**
COMBINED BLEND	Sand Equivalent	Tex-203-F	Stockpile **(B)**	1 per project, per source	Sample in accordance with Tex-221-F.
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 in accordance with Tex-500-C, Part III. Sample binder at microsurfacing machine in accordance with Tex-500-C, Part III. Binder should arrive on the project pre-approved. If not pre-approved, sample binder before use.
CEMENT	Compliance with DMS-4600				Verify the source is listed in the current Material Producer List for Cement. If not, sample and submit to CSTM&P for testing prior to use in accordance with DMS-4600.
COMPLETE MIX	Asphalt Content	Tex-236-F	During production	1 per day	Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven using Tex-236-F at a minimum of one per project.
	Gradation	Tex-200-F Part II Tex-236-F			Sample in accordance with Tex-222-F. Determine correlation factors for ignition oven use at a minimum of one per project.

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 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.

PUBLIC NOTICE WILLIAMSON COUNTY
INVITATION FOR BIDS

Williamson County Commissioner's Court invites the submission of sealed bids for:

FOREST NORTH DRAINAGE IMPROVEMENTS

Williamson County is seeking qualified contractors for the construction of drainage improvements within an existing residential subdivision consisting of installation of storm sewer, regarding of roadside channels and replacement of culverts. Estimated time of completion is 600 calendar days to substantial completion, and 30 additional calendar days to final completion, with an estimated cost of $3,850,000.
Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on Thursday, June 9, 2016 at 3:30 P.M.

Bids must be received on or before Thursday, June 9, 2016 at 3:30 P.M.

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 Thursday, May 26, 2016 at 3:30 P.M. 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 Tuesday, May 10, 2016; Dan A. Gattis, County Judge.

Commissioners Court - Regular Session **34.**

Meeting Date: 05/10/2016

Risk Policies Consultant Services

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discus, consider, and take appropriate action on approving agreement between McGriff, Seibels & Williams of Texas, Inc. and Williamson County for Risk/Insurance Management/Consulting Services per NCPA contract #12-15.

Background

This agreement encompasses the following services: Insurance Marketing/assistance with RFP Solicitation, Administration, Risk Management Services, Loss Control & Safety Support Services, Claims Management, Risk Analytical Services, Contractor/Vendor Risk Management. This is a not-to-exceed amount of $42,100 and can be utilized county wide if needed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

vendor signed agreement

exhibit A

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/29/2016 11:02 AM
Form Started By: Kerstin Hancock		Started On: 04/29/2016 09:27 AM
Final Approval Date: 04/29/2016		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
(NCPA RFP & CONTRACT #12-15)
(Risk/Insurance Management Services - National Cooperative Purchasing Alliance)

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **McGriff, Seibels & Williams of Texas, Inc.,** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$42,100.00** for the specific project.

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

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work, which is marked Exhibit "A" and incorporated herein as if copied in full.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if

copied in full) into this Contract include the following:

1) Service Provider's Statement of Work, which is marked Exhibit "A";

2) RFP, Response, and Contract pursuant to NCPA RFP #12-15; and

3) To the extent applicable, the Williamson County Vendor Reimbursement Policy, as amended.

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or w hen terminated pursuant to paragraph X above.

XIII.

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

XIV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

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

WITNESS the signatures of all parties in duplicate originals this the _____day of_____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500 • Houston, Texas 77024-4549 • TEL – (713) 877-8975 • Fax – (713) 877-8974

RISK & INSURANCE MANAGEMENT
SCOPE OF SERVICES

Statement of Work to be Performed:

I. Insurance Marketing/RFP Solicitation
- Develop Marketing Strategy 90-120 Days Prior to Renewal.
- Assist Williamson County in Developing Insurance Specifications and Assist with RFP of Insurance Coverages
- Gather Underwriting Data
- Create Loss History Summary
- Prepare Submission/RFP Specifications
- Facilitate Carrier Underwriting Inspections
- Provide Responses to Carrier and Agent Inquiries
- Assist with Final Recommendations for Commissioner's Court

II. Administration
- Assist in Preparation of Renewal Applications
- Review Contracts and Contract Language
- Inform the County of New Developments, Industry Trends, State and Federal Legislation Impacting Insurance Programs
- Prepare Budget Projections for Insurance Renewals
- Provide Updates of Market Cycles as well as Existing Market Conditions
- Consult on Risk Management Issues as Needed

III. Risk Management Services
- Recommendations on Coverage Changes & Enhancements
- Assist with Risk Assessment and Risk Survey Tools for Williamson County's use
- Explore Risk Financing Alternatives
- Act as a Resource for General Risk Management Questions and Issues
- Attend Williamson County's Meetings as Needed
- Assist Risk Management Department as Needed

IV. Loss Control & Safety Support Services
- Arrange for Loss Control and Safety Audits
- Facilitate Safety Training Programs
- Coordinate Risk Control Meetings with Associated Carriers
- Accompany Insurers On Site Inspections
- Advise and Assist with Insurer Loss Control Recommendations
- Facilitate Various Risk Control Programs

V. Claims Management
- Act as a Liaison Between Williamson County and Insurers Claims Representatives
- Conduct Claims Meetings with Williamson County Management to Review all Open Claims, Review Current Claims Program and Procedures
- Review Carrier Loss Reports for Verification Against Actual Losses Reported by the County
- Monitor Claims Activity and Reserves Set by Adjusters
- Strategy Planning on Claims Litigation
- Assist in Preparation of Claim Documentation, Negotiation and Settlement of Large or Disputed Claims
- Monitor Claim Activity to Detect Trends and Areas where Coverage might be Impaired as a Result of Claim Development

VI. Risk Analytical Services
- Provide Risk Retention Analysis
- Perform Total Cost of Risk Analysis
- Loss Forecasting to Estimate Future Liabilities
- Provide Historical Insurance Rate Analysis
- Perform Claims Loss Trends Analysis
- Advise Williamson County of Insurance Companies Viability – Including Captives and Other Insurance Mechanisms

VII. Contractor/Vendor Risk Management
- Surety Bond Review & Verification
- Certificate of Insurance Reviews
- OSHA Compliance Reviews
- Builders Risk Insurance – Analysis
- Assist in Obtaining or Identifying Insurance Markets for Vendors/Contractors

McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500 • Houston, Texas 77024-4549 • TEL – (713) 877-8975 • Fax – (713) 877-8974

SERVICE FEE STRUCTURE

• Base Fee (Includes Services Outlined in I – IV above)	$31,500
• Claims Management Services	$3,900
• Risk Analytical Services	$3,800
• Contractor/Vendor Risk Management	$2,900

McGriff, Seibels & Williams of Texas, Inc.
818 Town & Country Blvd., Suite 500 • Houston, Texas 77024-4549 • TEL – (713) 877-8975 • Fax – (713) 877-8974

Service Agreement
for
Insurance & Risk Management Services

THIS SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS** ("MSW") and **WILLIAMSON COUNTY, TEXAS** (the "Client").

The Client and MSW agree as follows:

1. MSW will provide services for the Client for as set forth within MSW's response to the SCOPE OF SERVICES letter dated April 6th, 2016.

2. The Client will provide MSW with all information necessary to enable MSW to provide selected Risk Management Services.

3. Remuneration:

   A. The Client will pay MSW an annual fee of $42,100.

   B. The Fee will be payable upon receipt of an invoice by the Client.

   C. With respect to Insurance Placements and/or Risk Management Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements.

4. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Texas.

5. This Agreement commences on **April 1, 2016** and ends on **April 1, 2020**, unless terminated prior to that date by either party hereto on 30 days' notice to the other party.

IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

McGriff, Seibels & Williams of Texas, Inc.	**Williamson County, Texas**
By: _____	By: _____
Name: Joseph Blasi	Name: _____
Title: Executive Vice President	Title: _____

NCPA
National Cooperative Purchasing Alliance

Commissioners Court - Regular Session **35.**

Meeting Date: 05/10/2016

Award County Road 258 Phase 2, Bid 1603-062

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 bid 1603-062, County Road 258 Phase 2 for Williamson County to the lowest, best bidder, Chasco Constructors.

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Background

Based on the bid tabulation it was recommended by HNTB that the contract be awarded to the lowest, best bidder, Chasco Constructors in the amount of $5,808,856.58.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tabulation

1295 Form- Chasco

Bid Summary Letter

Award Recommendation Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2016 12:09 PM
Form Started By: Jewel Walker		Started On: 05/02/2016 09:13 AM
Final Approval Date: 05/02/2016		

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Chasco Constructors	$5,808,856.58	1	($1,586,983.58)	-21.5%	-	-
Smith Contracting	$6,797,907.69	2	($597,932.47)	-8.1%	$ 989,051.11	17.0%
Austin Engineering	$7,563,003.80	3	$167,163.64	2.3%	$ 1,754,147.22	30.2%
Joe Bland Construction	$7,565,169.93	4	$169,329.77	2.3%	$ 1,756,313.35	30.2%

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	101.59	STA	$ 1,773.90	$180,210.50	$ 1,600.00	$ 162,544.00	$2,000.00	$ 203,180.00	$3,000.00	$304,770.00
2	110-6001	EXCAVATION (ROADWAY)	34118	CY	$ 9.65	$329,238.70	$ 9.00	$ 307,062.00	$15.50	$ 528,829.00	$20.00	$682,360.00
3	132-6004	EMBANKMENT (FINAL) (DENS CONT) (TY B)	11965	CY	$ 12.94	$154,827.10	$ 7.00	$ 83,755.00	$8.00	$ 95,720.00	$5.00	$59,825.00
4	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	75812	SY	$ 2.10	$159,205.20	$ 1.25	$ 94,765.00	$1.50	$ 113,718.00	$1.00	$75,812.00
5	164-WC05	SEEDING FOR EROSION CONTROL (TY 5)	75812	SY	$ 0.11	$8,339.32	$ 0.30	$ 22,743.60	$0.50	$ 37,906.00	$1.00	$75,812.00
6	164-WC04	SEEDING FOR EROSION CONTROL (TY 4)	37906	SY	$ 0.11	$4,169.66	$ 0.20	$ 7,581.20	$0.17	$ 6,444.02	$1.00	$37,906.00
6A	164-WC10	SEEDING FOR EROSION CONTROL (TY 10)	37906	SY	$ 0.11	$4,169.66	$ 0.14	$ 5,306.84	$0.12	$ 4,548.72	$1.00	$37,906.00
7	168-WC01	VEGETATIVE WATERING	2272	MG	$ 16.75	$38,056.00	$ 24.00	$ 54,528.00	$18.00	$ 40,896.00	$45.00	$102,240.00
8	247-6366	FL BS (CMP IN PLC) (TY A GR5) (FINAL POS)	14540	CY	$ 44.96	$653,718.40	$ 34.00	$ 494,360.00	$40.00	$ 581,600.00	$47.00	$683,380.00
9	310-6027	PRIME COAT (MC-30, EC-30, OR AE-P)	8694	GAL	$ 4.26	$37,036.44	$ 4.35	$ 37,818.90	$4.60	$ 39,992.40	$5.10	$44,339.40
10	316-6004	ASPH (TIER I)	1685	GAL	$ 2.50	$4,212.50	$ 5.00	$ 8,425.00	$8.00	$ 13,480.00	$8.95	$15,080.75
11	316-6005	ASPH (TIER II)	10543	GAL	$ 4.75	$50,079.25	$ 3.25	$ 34,264.75	$4.60	$ 48,497.80	$5.10	$53,769.30
12	316-6193	AGGR(TY-D GR-5 SAC-B)	284	CY	$ 142.00	$40,328.00	$ 98.00	$ 27,832.00	$160.00	$ 45,440.00	$179.00	$50,836.00
13	316-6224	AGGR(TY-PB GR-4 SAC-B)	37	CY	$ 106.94	$3,956.78	$ 225.00	$ 8,325.00	$290.00	$ 10,730.00	$318.00	$11,766.00
14	340-6011	D-GR HMA (SQ) TY-B PG 64-22	41	TON	$ 81.93	$3,359.13	$ 125.00	$ 5,125.00	$158.00	$ 6,478.00	$174.00	$7,134.00
15	341-6026	D-GR HMA TY-C SAC-A PG 70-22	7,313	TON	$ 126.50	$925,094.50	$ 87.00	$ 636,231.00	$100.00	$ 731,300.00	$111.00	$811,743.00
16	403-6001	TEMPORARY SPL SHORING	5,521	SF	$ 19.53	$107,825.13	$ 13.00	$ 71,773.00	$18.00	$ 99,378.00	$25.00	$138,025.00
17	432-6010	RIPRAP (CONC) (CL B) (5 IN)	277	CY	$ 411.10	$113,874.70	$ 380.00	$ 105,260.00	$460.00	$ 127,420.00	$535.00	$148,195.00
18	432-6042	RIPRAP (CONC) (DISSIPATER)	9.2	CY	$ 1,413.00	$12,999.60	$ 650.00	$ 5,980.00	$1,000.00	$ 9,200.00	$1,530.00	$14,076.00
19	432-6045	RIPRAP (MOW STRIP) (4 IN)	61	CY	$ 481.11	$29,347.71	$ 550.00	$ 33,550.00	$525.00	$ 32,025.00	$500.00	$30,500.00
20	450-6016	RAIL (TY T552)	341	LF	$ 80.00	$27,280.00	$ 100.00	$ 34,100.00	$100.00	$ 34,100.00	$210.00	$71,610.00
21	459-6007	GABION MATTRESSES (GALV) (12 IN)	796	SY	$ 118.14	$94,039.44	$ 98.00	$ 78,008.00	$62.00	$ 49,352.00	$83.00	$66,068.00
22	459-6009	GABIONS (3' X 3')(GALV)	57	CY	$ 305.85	$17,433.45	$ 350.00	$ 19,950.00	$185.00	$ 10,545.00	$249.00	$14,193.00
23	460-6009	CMP AR (GAL STL DES 2)	370	LF	$ 114.70	$42,439.00	$ 60.00	$ 22,200.00	$70.00	$ 25,900.00	$53.00	$19,610.00
24	460-6010	CMP AR (GAL STL DES 3)	98	LF	$ 240.00	$23,520.00	$ 80.00	$ 7,840.00	$110.00	$ 10,780.00	$57.00	$5,586.00
25	460-6012	CMP AR (GAL STL DES 5)	197	LF	$ 450.00	$88,650.00	$ 100.00	$ 19,700.00	$120.00	$ 23,640.00	$75.00	$14,775.00
26	462-6007	CONC BOX CULV (5 FT X 3 FT)	286	LF	$ 500.00	$143,000.00	$ 250.00	$ 71,500.00	$370.00	$ 105,820.00	$388.00	$110,968.00
27	462-6019	CONC BOX CULV (8 FT X 4 FT)	495	LF	$ 825.00	$408,375.00	$ 375.00	$ 185,625.00	$550.00	$ 272,250.00	$585.00	$289,575.00
28	464-6005	RC PIPE (CL III) (24 IN)	120	LF	$ 81.00	$9,720.00	$ 85.00	$ 10,200.00	$75.00	$ 9,000.00	$109.00	$13,080.00
29	464-6008	RC PIPE (CL III) (36 IN)	44	LF	$ 145.00	$6,380.00	$ 130.00	$ 5,720.00	$120.00	$ 5,280.00	$165.00	$7,260.00
30	466-6181	WINGWALL (PW - 1) (HW=6 FT)	2	EA	$ 17,650.00	$35,300.00	$ 20,000.00	$ 40,000.00	$22,500.00	$ 45,000.00	$20,270.00	$40,540.00
31	466-6182	WINGWALL (PW - 1) (HW=7 FT)	2	EA	$ 19,000.00	$38,000.00	$ 30,000.00	$ 60,000.00	$29,000.00	$ 58,000.00	$27,409.00	$54,818.00
32	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	6	EA	$ 1,956.00	$11,736.00	$ 1,500.00	$ 9,000.00	$1,450.00	$ 8,700.00	$1,530.00	$9,180.00
33	467-6454	SET (TY II) (36 IN) (RCP) (6:1) (P)	4	EA	$ 2,967.00	$11,868.00	$ 4,800.00	$ 19,200.00	$2,150.00	$ 8,600.00	$3,315.00	$13,260.00
34	467-6525	SET (TY II) (DES 2) (CMP) (6:1) (P)	28	EA	$ 1,400.00	$39,200.00	$ 800.00	$ 22,400.00	$1,300.00	$ 36,400.00	$1,275.00	$35,700.00
35	467-6537	SET (TY II) (DES 3) (CMP) (6:1) (P)	8	EA	$ 1,700.00	$13,600.00	$ 1,000.00	$ 8,000.00	$1,600.00	$ 12,800.00	$1,530.00	$12,240.00
36	467-6560	SET (TY II) (DES 5) (CMP) (6:1) (P)	16	EA	$ 1,900.00	$30,400.00	$ 2,000.00	$ 32,000.00	$3,500.00	$ 56,000.00	$3,824.00	$61,184.00
37	496-6006	REMOVE STR (HEADWALL)	2	EA	$ 2,300.00	$4,600.00	$ 500.00	$ 1,000.00	$900.00	$ 1,800.00	$311.00	$622.00
38	496-6007	REMOVE STR (PIPE)	52	LF	$ 14.93	$776.36	$ 8.00	$ 416.00	$10.00	$ 520.00	$24.00	$1,248.00
39	500-WC01	MOBILIZATION	1	LS	$ 497,665.28	$497,665.28	$ 300,000.00	$ 300,000.00	$600,000.00	$ 600,000.00	$285,000.00	$285,000.00
40	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	$ 5,500.00	$66,000.00	$ 5,000.00	$ 60,000.00	$4,000.00	$ 48,000.00	$3,000.00	$36,000.00
41	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	280	LF	$ 40.11	$11,230.80	$ 33.00	$ 9,240.00	$32.00	$ 8,960.00	$35.00	$9,800.00
42	560-6011	ROCK FILTER DAMS (REMOVE)	280	LF	$ 7.11	$1,990.80	$ 6.50	$ 1,820.00	$7.00	$ 1,960.00	$20.00	$5,600.00
43	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	336	SY	$ 13.17	$4,425.12	$ 15.00	$ 5,040.00	$14.00	$ 4,704.00	$14.00	$4,704.00
44	506-6024	CONSTRUCTION EXITS (REMOVE)	336	SY	$ 7.27	$2,442.72	$ 6.50	$ 2,184.00	$7.00	$ 2,352.00	$6.50	$2,184.00

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
45	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	3,539	LF	$ 2.21	$7,821.19	$ 2.25	$ 7,962.75	$2.00	$ 7,078.00	$2.25	$7,962.75
46	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	3,539	LF	$ 0.74	$2,618.86	$ 0.17	$ 601.63	$0.40	$ 1,415.60	$0.25	$884.75
47	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	3,919	LF	$ 1.97	$7,720.43	$ 4.00	$ 15,676.00	$2.50	$ 9,797.50	$5.00	$19,595.00
48	506-6043	BIODEG EROSN CONT LOGS (REMOVE) (12")	3,919	LF	$ 0.76	$2,978.44	$ 0.55	$ 2,155.45	$0.60	$ 2,351.40	$0.25	$979.75
49	508-6001	CONSTRUCTING DETOURS	6,004	SY	$ 80.84	$485,363.36	$ 67.00	$ 402,268.00	$50.00	$ 300,200.00	$89.00	$534,356.00
50	512-6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	1,880	LF	$ 35.00	$65,800.00	$ 20.00	$ 37,600.00	$90.00	$ 169,200.00	$83.00	$156,040.00
51	512-6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	280	LF	$ 35.00	$9,800.00	$ 40.00	$ 11,200.00	$100.00	$ 28,000.00	$83.00	$23,240.00
52	512-6033	PORT CTB (MOVE) (LOW PROF) (TY 1)	220	LF	$ 4.25	$935.00	$ 6.00	$ 1,320.00	$20.00	$ 4,400.00	$10.00	$2,200.00
53	512-6034	PORT CTB (MOVE) (LOW PROF) (TY 2)	80	LF	$ 5.88	$470.40	$ 6.00	$ 480.00	$20.00	$ 1,600.00	$10.00	$800.00
54	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	1,880	LF	$ 11.75	$22,090.00	$ 7.00	$ 13,160.00	$30.00	$ 56,400.00	$15.00	$28,200.00
55	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	280	LF	$ 11.25	$3,150.00	$ 6.00	$ 1,680.00	$30.00	$ 8,400.00	$15.00	$4,200.00
56	529-6002	CONC CURB (TY II)	48	LF	$ 19.55	$938.40	$ 30.00	$ 1,440.00	$32.00	$ 1,536.00	$42.00	$2,016.00
57	530-6004	DRIVEWAYS (CONC)	277	SY	$ 108.66	$30,098.82	$ 85.00	$ 23,545.00	$75.00	$ 20,775.00	$91.00	$25,207.00
58	530-6005	DRIVEWAYS (ACP)	3,287	SY	$ 30.46	$100,122.02	$ 40.00	$ 131,480.00	$47.00	$ 154,489.00	$25.00	$82,175.00
59	540-6006	MTL BEAM GD FEN TRANS (THRIE - BEAM)	4	EA	$ 1,928.33	$7,713.32	$ 1,100.00	$ 4,400.00	$1,450.00	$ 5,800.00	$1,400.00	$5,600.00
60	540-6014	SHORT RADIUS	25	LF	$ 42.25	$1,056.25	$ 27.00	$ 675.00	$30.00	$ 750.00	$35.00	$875.00
61	540-6016	DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION	4	EA	$ 923.33	$3,693.32	$ 1,000.00	$ 4,000.00	$1,050.00	$ 4,200.00	$1,245.00	$4,980.00
62	540-6018	MTL BM GD FENS TRANS (NON - SYM)	4	EA	$ 885.00	$3,540.00	$ 600.00	$ 2,400.00	$825.00	$ 3,300.00	$860.00	$3,440.00
63	544-6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$ 2,199.85	$8,799.40	$ 2,200.00	$ 8,800.00	$2,600.00	$ 10,400.00	$2,740.00	$10,960.00
64	552-6001	WIRE FENCE (TY A)	4,000	LF	$ 16.58	$66,320.00	$ 9.00	$ 36,000.00	$6.90	$ 27,600.00	$8.00	$32,000.00
65	552-6002	WIRE FENCE (TY B)	2,000	LF	$ 22.79	$45,580.00	$ 10.50	$ 21,000.00	$6.90	$ 13,800.00	$10.00	$20,000.00
66	552-6006	GATE (TY 2)	23	EA	$ 1,700.00	$39,100.00	$ 1,400.00	$ 32,200.00	$950.00	$ 21,850.00	$1,250.00	$28,750.00
67	560-6011	MAILBOX INSTALL-S (TWW-POST) TY 4	21	EA	$ 200.00	$4,200.00	$ 200.00	$ 4,200.00	$150.00	$ 3,150.00	$230.00	$4,830.00
68	560-6013	MAILBOX INSTALL-M (TWW-POST) TY 4	3	EA	$ 450.00	$1,350.00	$ 478.00	$ 1,434.00	$525.00	$ 1,575.00	$270.00	$810.00
69	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	12	EA	$ 320.00	$3,840.00	$ 300.00	$ 3,600.00	$425.00	$ 5,100.00	$350.00	$4,200.00
70	644-6076	REMOVE SM RD SN SUP & AM	6	EA	$ 83.27	$499.62	$ 90.00	$ 540.00	$100.00	$ 600.00	$125.00	$750.00
71	658-6014	INSTL DEL ASSM (D-SW)SZ (BRF) CTB (BI)	134	EA	$ 46.01	$6,165.34	$ 10.00	$ 1,340.00	$9.00	$ 1,206.00	$12.50	$1,675.00
72	658-6016	INSTL DEL ASSM (D-SW)SZ (BRF) GF1 (BI)	8	EA	$ 10.00	$80.00	$ 10.00	$ 80.00	$65.00	$ 520.00	$12.50	$100.00
73	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	27,893	LF	$ 0.22	$6,136.46	$ 0.45	$ 12,551.85	$0.50	$ 13,946.50	$0.35	$9,762.55
74	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	469	LF	$ 1.00	$469.00	$ 0.85	$ 398.65	$1.00	$ 469.00	$0.70	$328.30
75	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	24	LF	$ 9.48	$227.52	$ 9.00	$ 216.00	$10.00	$ 240.00	$12.75	$306.00
76	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	36,920	LF	$ 0.22	$8,122.40	$ 0.45	$ 16,614.00	$0.50	$ 18,460.00	$0.35	$12,922.00
77	662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	828	LF	$ 0.65	$538.20	$ 1.60	$ 1,324.80	$1.75	$ 1,449.00	$1.30	$1,076.40
78	662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	1,290	LF	$ 0.54	$696.60	$ 1.60	$ 2,064.00	$1.75	$ 2,257.50	$1.30	$1,677.00
79	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1,000	EA	$ 1.08	$1,080.00	$ 3.25	$ 3,250.00	$2.80	$ 2,800.00	$4.00	$4,000.00
80	662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	1,000	EA	$ 1.02	$1,020.00	$ 3.25	$ 3,250.00	$2.80	$ 2,800.00	$4.00	$4,000.00
81	666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	587	LF	$ 0.91	$534.17	$ 1.90	$ 1,115.30	$2.00	$ 1,174.00	$0.80	$469.60
82	666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	285	LF	$ 7.30	$2,080.50	$ 6.50	$ 1,852.50	$6.75	$ 1,923.75	$6.60	$1,881.00
83	666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	3	EA	$ 110.05	$330.15	$ 250.00	$ 750.00	$250.00	$ 750.00	$160.00	$480.00
84	666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	3	EA	$ 117.80	$353.40	$ 300.00	$ 900.00	$300.00	$ 900.00	$180.00	$540.00
85	666-6099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	7	EA	$ 54.35	$380.45	$ 48.00	$ 336.00	$50.00	$ 350.00	$51.00	$357.00
86	666-6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	270	LF	$ 6.42	$1,733.40	$ 6.00	$ 1,620.00	$7.00	$ 1,890.00	$6.50	$1,755.00
87	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	19,956	LF	$ 0.13	$2,594.28	$ 0.22	$ 4,390.32	$0.25	$ 4,989.00	$0.15	$2,993.40
88	666-6178	REF PAV MRK TY II (W) 8" (SLD)	587	LF	$ 0.46	$270.02	$ 0.42	$ 246.54	$0.50	$ 293.50	$0.35	$205.45
89	666-6182	REF PAV MRK TY II (W) 24" (SLD)	285	LF	$ 3.13	$892.05	$ 2.20	$ 627.00	$2.50	$ 712.50	$2.00	$570.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
90	666-6184	REF PAV MRK TY II (W) (ARROW)	3	EA	$ 63.54	$190.62	$ 110.00	$ 330.00	$115.00	$ 345.00	$89.00	$267.00
91	666-6192	REF PAV MRK TY II (W) (WORD)	3	EA	$ 78.52	$235.56	$ 160.00	$ 480.00	$168.00	$ 504.00	$102.00	$306.00
92	666-6198	REF PAV MRK TY II (W) 18" (YLD TRI)	7	EA	$ 53.00	$371.00	$ 19.00	$ 133.00	$20.00	$ 140.00	$25.00	$175.00
93	666-6207	REF PAV MRK TY II (Y) 4" (SLD)	21,120	LF	$ 0.13	$2,745.60	$ 0.16	$ 3,379.20	$0.20	$ 4,224.00	$0.15	$3,168.00
94	666-6214	REF PAV MRK TY II (Y) 24" (SLD)	303	LF	$ 2.52	$763.56	$ 2.20	$ 666.60	$2.25	$ 681.75	$2.00	$606.00
95	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	19,956	LF	$ 0.28	$5,587.68	$ 0.50	$ 9,978.00	$0.55	$ 10,975.80	$0.40	$7,982.40
96	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	21,120	LF	$ 0.31	$6,547.20	$ 0.50	$ 10,560.00	$0.55	$ 11,616.00	$0.40	$8,448.00
97	672-6007	REFL PAV MRKR TY-I-C	28	EA	$ 3.67	$102.76	$ 7.50	$ 210.00	$7.75	$ 217.00	$4.50	$126.00
98	672-6009	REFL PAV MRKR TY-II-A-A	619	EA	$ 3.31	$2,048.89	$ 7.50	$ 4,642.50	$8.00	$ 4,952.00	$4.50	$2,785.50
99	672-6010	REFL PAV MRKR TY-II-C-R	22	EA	$ 3.50	$77.00	$ 7.50	$ 165.00	$8.00	$ 176.00	$4.50	$99.00
100	677-6001	ELIM EXT PAV MRK & MRKS (4")	3,469	LF	$ 0.58	$2,012.02	$ 0.60	$ 2,081.40	$0.60	$ 2,081.40	$0.80	$2,775.20
101	677-6007	ELIM EXT PAV MRK & MRKS (24")	248	LF	$ 5.00	$1,240.00	$ 1.10	$ 272.80	$1.10	$ 272.80	$3.60	$892.80
102	W1.17.A.18	Pipe, 18" Dia. Water, Complete in Place, Including Excavation and Backfill. Write in selected material	8,378	LF	$ 120.00	$1,005,360.00	$ 80.00	$ 670,240.00	$75.00	$ 628,350.00	$100.00	$837,800.00
103	W1.17.AR.18	Pipe, 18" Dia.Water (Restrained), Complete in Place, Including Excavation and Backfill. Write in selected material	1,168	LF	$ 150.00	$175,200.00	$ 125.00	$ 146,000.00	$110.00	$ 128,480.00	$140.00	$163,520.00
104	W2.10.AR.8	Pipe, 8" Dia. PVC (Restrained), Including Excavation and Backfill	127	LF	$ 95.00	$12,065.00	$ 60.00	$ 7,620.00	$60.00	$ 7,620.00	$56.00	$7,112.00
105	W2.10.AR.12	Pipe, 12" Dia. PVC (Restrained), Including Excavation and Backfill	121	LF	$ 150.00	$18,150.00	$ 75.00	$ 9,075.00	$72.00	$ 8,712.00	$67.00	$8,107.00
106	W2.10.AR.16	Pipe, 16" Dia. PVC (Restrained), Including Excavation and Backfill	121	LF	$ 150.00	$18,150.00	$ 125.00	$ 15,125.00	$105.00	$ 12,705.00	$95.00	$11,495.00
107	W2.10.BP18x24	Pressure Taps, 18"x24" Dia.	1	EA	$ 15,000.00	$15,000.00	$ 25,000.00	$ 25,000.00	$30,000.00	$ 30,000.00	$26,000.00	$26,000.00
108	W1.17.A	Ductile Iron Fittings	4	TON	$ 5,500.00	$22,000.00	$ 7,000.00	$ 28,000.00	$6,000.00	$ 24,000.00	$6,400.00	$25,600.00
109	CIP11.06.B	Trench Excavation Safety Protection System (All Depths)	9,915	LF	$ 3.75	$37,181.25	$ 1.00	$ 9,915.00	$1.00	$ 9,915.00	$1.30	$12,889.50
110	W3.21.A8	Valves, Gate 8" Dia.	2	EA	$ 2,500.00	$5,000.00	$ 1,300.00	$ 2,600.00	$1,900.00	$ 3,800.00	$1,400.00	$2,800.00
111	W3.21.A12	Valves, Gate 12" Dia.	1	EA	$ 3,300.00	$3,300.00	$ 2,100.00	$ 2,100.00	$2,800.00	$ 2,800.00	$2,510.00	$2,510.00
112	W3.21.A16	Valves, Gate 16" Dia.	1	EA	$ 6,000.00	$6,000.00	$ 8,500.00	$ 8,500.00	$7,750.00	$ 7,750.00	$7,100.00	$7,100.00
113	W3.21.A18	Valves, Gate 18" Dia.	19	EA	$ 6,500.00	$123,500.00	$ 11,000.00	$ 209,000.00	$13,750.00	$ 261,250.00	$11,800.00	$224,200.00
114	W3.21.B	Fire Hydrant Assembly	10	EA	$ 4,500.00	$45,000.00	$ 6,000.00	$ 60,000.00	$5,800.00	$ 58,000.00	$9,400.00	$94,000.00
115	W2.10.A2	Pipe, 2" Dia. SDR-9 PVC, New Service Line	1,166	LF	$ 10.00	$11,660.00	$ 25.00	$ 29,150.00	$33.00	$ 38,478.00	$27.00	$31,482.00
116	W2.10.A6	Pipe, 4" Dia. SDR-26 PVC, Casing for Service Lines	440	LF	$ 30.00	$13,200.00	$ 18.00	$ 7,920.00	$16.00	$ 7,040.00	$8.00	$3,520.00
117	W4	Single service connections, incl. new meters, and incl private side connections	5	EA	$ 2,000.00	$10,000.00	$ 1,000.00	$ 5,000.00	$1,550.00	$ 7,750.00	$2,600.00	$13,000.00
118	W4.PRV	Single service connections, incl. new meters, with PRV, and incl private side connections	13	EA	$ 2,500.00	$32,500.00	$ 1,200.00	$ 15,600.00	$2,100.00	$ 27,300.00	$2,750.00	$35,750.00
119	W5	Double service connections, incl. new meters, and incl private side connections	4	EA	$ 2,500.00	$10,000.00	$ 1,300.00	$ 5,200.00	$1,800.00	$ 7,200.00	$2,750.00	$11,000.00
120	W3.21.AV2	Valve, Comb. Air 2" Dia.	5	EA	$ 3,700.00	$18,500.00	$ 3,000.00	$ 15,000.00	$3,650.00	$ 18,250.00	$5,600.00	$28,000.00
121	W1.17.B18x16	Wet Connection, 18"x16" Dia.	1	EA	$ 4,000.00	$4,000.00	$ 1,700.00	$ 1,700.00	$3,750.00	$ 3,750.00	$7,600.00	$7,600.00
122	W1.17.B16x15	Wet Connection, 16"x15" Dia.	1	EA	$ 4,000.00	$4,000.00	$ 2,400.00	$ 2,400.00	$3,200.00	$ 3,200.00	$3,600.00	$3,600.00
123	W1.17.B12x3	Wet Connection, 12"x3" Dia.	1	EA	$ 2,000.00	$2,000.00	$ 700.00	$ 700.00	$1,600.00	$ 1,600.00	$6,500.00	$6,500.00
124	W1.17.B8x3	Wet Connection, 8"x3" Dia.	1	EA	$ 1,000.00	$1,000.00	$ 700.00	$ 700.00	$900.00	$ 900.00	$6,400.00	$6,400.00
125	W1.17.B8x2	Wet Connection, 8"x2" Dia.	1	EA	$ 1,000.00	$1,000.00	$ 250.00	$ 250.00	$700.00	$ 700.00	$6,400.00	$6,400.00
126	W4.05.A18	Encasement Pipe, 18" Dia, Steel	107	LF	$ 100.00	$10,700.00	$ 110.00	$ 11,770.00	$80.00	$ 8,560.00	$108.00	$11,556.00
127	W4.05.A24	Encasement Pipe, 24" Dia, Steel	100	LF	$ 125.00	$12,500.00	$ 1,250.00	$ 125,000.00	$90.00	$ 9,000.00	$135.00	$13,500.00
128	W4.05.A30	Encasement Pipe, 30" Dia, Steel	659	LF	$ 175.00	$115,325.00	$ 180.00	$ 118,620.00	$170.00	$ 112,030.00	$190.00	$125,210.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Chasco Constructors		Smith Contracting		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
129	SS.501S-30	Jacking or Boring 30" Pipe, Steel	150	LF	$ 470.00	$70,500.00	$ 575.00	$ 86,250.00	$615.00	$ 92,250.00	$600.00	$90,000.00
130	SD1.10.A	Asphalt Pavement Repair	185	SY	$ 80.00	$14,800.00	$ 32.00	$ 5,920.00	$46.00	$ 8,510.00	$23.00	$4,255.00
131	SD4.08.A	Flexible Base	185	SY	$ 46.00	$8,510.00	$ 40.00	$ 7,400.00	$35.00	$ 6,475.00	$20.00	$3,700.00
132	SD1.10.A	Gravel Driveway	139	SY	$ 46.00	$6,394.00	$ 15.00	$ 2,085.00	$12.25	$ 1,702.75	$24.00	$3,336.00
133		Demo Existing PRV and Vault, C.O.G. to salvage PRV	1	LS	$ 10,000.00	$10,000.00	$ 5,000.00	$ 5,000.00	$3,500.00	$ 3,500.00	$5,000.00	$5,000.00
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
134	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00	$1.00	$25,000.00
135	585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	12,000	DOL	$1.00	$12,000.00	$1.00	$12,000.00	$1.00	$12,000.00	$1.00	$12,000.00
136	341-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TYC)	45,000	DOL	$1.00	$45,000.00	$1.00	$45,000.00	$1.00	$45,000.00	$1.00	$45,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$7,395,840.16**		**$5,808,856.58**		**$6,797,907.69**		**$7,563,003.80**
		ACTUAL BID PROPOSAL				$7,395,840.16		$5,808,856.58		$6,797,907.69		$7,563,003.80
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Yex		Yes		Yes
		Bid Affidavit						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Disclosure of Lobbying Activities						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Joe Bland Construction	
					UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	101.59	STA	$2,000.00	$ 203,180.00
2	110-6001	EXCAVATION (ROADWAY)	34118	CY	$19.00	$ 648,242.00
3	132-6004	EMBANKMENT (FINAL) (DENS CONT) (TY B)	11965	CY	$13.00	$ 155,545.00
4	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	75812	SY	$5.25	$ 398,013.00
5	164-WC05	SEEDING FOR EROSION CONTROL (TY 5)	75812	SY	$0.42	$ 31,841.04
6	164-WC04	SEEDING FOR EROSION CONTROL (TY 4)	37906	SY	$0.14	$ 5,306.84
6A	164-WC10	SEEDING FOR EROSION CONTROL (TY 10)	37906	SY	$0.10	$ 3,790.60
7	168-WC01	VEGETATIVE WATERING	2272	MG	$25.00	$ 56,800.00
8	247-6366	FL BS (CMP IN PLC) (TY A GR5) (FINAL POS)	14540	CY	$36.00	$ 523,440.00
9	310-6027	PRIME COAT (MC-30, EC-30, OR AE-P)	8694	GAL	$4.25	$ 36,949.50
10	316-6004	ASPH (TIER I)	1685	GAL	$5.00	$ 8,425.00
11	316-6005	ASPH (TIER II)	10543	GAL	$3.25	$ 34,264.75
12	316-6193	AGGR(TY-D GR-5 SAC-B)	284	CY	$95.00	$ 26,980.00
13	316-6224	AGGR(TY-PB GR-4 SAC-B)	37	CY	$220.00	$ 8,140.00
14	340-6011	D-GR HMA (SQ) TY-B PG 64-22	41	TON	$120.00	$ 4,920.00
15	341-6026	D-GR HMA TY-C SAC-A PG 70-22	7,313	TON	$86.50	$ 632,574.50
16	403-6001	TEMPORARY SPL SHORING	5,521	SF	$21.00	$ 115,941.00
17	432-6010	RIPRAP (CONC) (CL B) (5 IN)	277	CY	$320.00	$ 88,640.00
18	432-6042	RIPRAP (CONC) (DISSIPATER)	9.2	CY	$3,300.00	$ 30,360.00
19	432-6045	RIPRAP (MOW STRIP) (4 IN)	61	CY	$370.00	$ 22,570.00
20	450-6016	RAIL (TY T552)	341	LF	$98.00	$ 33,418.00
21	459-6007	GABION MATTRESSES (GALV) (12 IN)	796	SY	$65.00	$ 51,740.00
22	459-6009	GABIONS (3' X 3')(GALV)	57	CY	$155.00	$ 8,835.00
23	460-6009	CMP AR (GAL STL DES 2)	370	LF	$125.00	$ 46,250.00
24	460-6010	CMP AR (GAL STL DES 3)	98	LF	$170.00	$ 16,660.00
25	460-6012	CMP AR (GAL STL DES 5)	197	LF	$265.00	$ 52,205.00
26	462-6007	CONC BOX CULV (5 FT X 3 FT)	286	LF	$290.00	$ 82,940.00
27	462-6019	CONC BOX CULV (8 FT X 4 FT)	495	LF	$525.00	$ 259,875.00
28	464-6005	RC PIPE (CL III) (24 IN)	120	LF	$155.00	$ 18,600.00
29	464-6008	RC PIPE (CL III) (36 IN)	44	LF	$235.00	$ 10,340.00
30	466-6181	WINGWALL (PW - 1) (HW=6 FT)	2	EA	$7,000.00	$ 14,000.00
31	466-6182	WINGWALL (PW - 1) (HW=7 FT)	2	EA	$8,500.00	$ 17,000.00
32	467-6395	SET (TY II) (24 IN) (RCP) (6:1) (P)	6	EA	$1,400.00	$ 8,400.00
33	467-6454	SET (TY II) (36 IN) (RCP) (6:1) (P)	4	EA	$3,500.00	$ 14,000.00
34	467-6525	SET (TY II) (DES 2) (CMP) (6:1) (P)	28	EA	$1,000.00	$ 28,000.00
35	467-6537	SET (TY II) (DES 3) (CMP) (6:1) (P)	8	EA	$1,200.00	$ 9,600.00
36	467-6560	SET (TY II) (DES 5) (CMP) (6:1) (P)	16	EA	$2,400.00	$ 38,400.00
37	496-6006	REMOVE STR (HEADWALL)	2	EA	$3,500.00	$ 7,000.00
38	496-6007	REMOVE STR (PIPE)	52	LF	$30.00	$ 1,560.00
39	500-WC01	MOBILIZATION	1	LS	$755,000.00	$ 755,000.00
40	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	12	MO	$9,500.00	$ 114,000.00
41	506-6003	ROCK FILTER DAMS (INSTALL) (TY 3)	280	LF	$28.00	$ 7,840.00
42	560-6011	ROCK FILTER DAMS (REMOVE)	280	LF	$6.00	$ 1,680.00
43	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	336	SY	$12.00	$ 4,032.00
44	506-6024	CONSTRUCTION EXITS (REMOVE)	336	SY	$6.00	$ 2,016.00

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Joe Bland Construction	
					UNIT COST	AMOUNT BID
45	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	3,539	LF	$1.75	$ 6,193.25
46	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	3,539	LF	$0.35	$ 1,238.65
47	506-6041	BIODEG EROSN CONT LOGS (INSTL) (12")	3,919	LF	$2.10	$ 8,229.90
48	506-6043	BIODEG EROSN CONT LOGS (REMOVE) (12")	3,919	LF	$0.50	$ 1,959.50
49	508-6001	CONSTRUCTING DETOURS	6,004	SY	$52.00	$ 312,208.00
50	512-6009	PORT CTB (FUR & INST) (LOW PROF) (TY 1)	1,880	LF	$56.00	$ 105,280.00
51	512-6010	PORT CTB (FUR & INST) (LOW PROF) (TY 2)	280	LF	$58.00	$ 16,240.00
52	512-6033	PORT CTB (MOVE) (LOW PROF) (TY 1)	220	LF	$6.00	$ 1,320.00
53	512-6034	PORT CTB (MOVE) (LOW PROF) (TY 2)	80	LF	$6.00	$ 480.00
54	512-6057	PORT CTB (REMOVE) (LOW PROF) (TY 1)	1,880	LF	$7.00	$ 13,160.00
55	512-6058	PORT CTB (REMOVE) (LOW PROF) (TY 2)	280	LF	$8.50	$ 2,380.00
56	529-6002	CONC CURB (TY II)	48	LF	$24.00	$ 1,152.00
57	530-6004	DRIVEWAYS (CONC)	277	SY	$101.00	$ 27,977.00
58	530-6005	DRIVEWAYS (ACP)	3,287	SY	$40.00	$ 131,480.00
59	540-6006	MTL BEAM GD FEN TRANS (THRIE - BEAM)	4	EA	$1,250.00	$ 5,000.00
60	540-6014	SHORT RADIUS	25	LF	$23.00	$ 575.00
61	540-6016	DOWNSTREAM ANCHOR TERMINAL (DAT) SECTION	4	EA	$925.00	$ 3,700.00
62	540-6018	MTL BM GD FENS TRANS (NON - SYM)	4	EA	$695.00	$ 2,780.00
63	544-6001	GUARDRAIL END TREATMENT (INSTALL)	4	EA	$2,150.00	$ 8,600.00
64	552-6001	WIRE FENCE (TY A)	4,000	LF	$5.90	$ 23,600.00
65	552-6002	WIRE FENCE (TY B)	2,000	LF	$5.90	$ 11,800.00
66	552-6006	GATE (TY 2)	23	EA	$775.00	$ 17,825.00
67	560-6011	MAILBOX INSTALL-S (TWW-POST) TY 4	21	EA	$210.00	$ 4,410.00
68	560-6013	MAILBOX INSTALL-M (TWW-POST) TY 4	3	EA	$545.00	$ 1,635.00
69	644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	12	EA	$275.00	$ 3,300.00
70	644-6076	REMOVE SM RD SN SUP & AM	6	EA	$65.00	$ 390.00
71	658-6014	INSTL DEL ASSM (D-SW)SZ (BRF) CTB (BI)	134	EA	$7.50	$ 1,005.00
72	658-6016	INSTL DEL ASSM (D-SW)SZ (BRF) GF1 (BI)	8	EA	$8.00	$ 64.00
73	662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	27,893	LF	$0.23	$ 6,415.39
74	662-6012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	469	LF	$0.48	$ 225.12
75	662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	24	LF	$10.50	$ 252.00
76	662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	36,920	LF	$0.23	$ 8,491.60
77	662-6063	WK ZN PAV MRK REMOV (W) 4" (SLD)	828	LF	$1.75	$ 1,449.00
78	662-6095	WK ZN PAV MRK REMOV (Y) 4" (SLD)	1,290	LF	$0.69	$ 890.10
79	662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1,000	EA	$2.00	$ 2,000.00
80	662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	1,000	EA	$2.00	$ 2,000.00
81	666-6036	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	587	LF	$0.69	$ 405.03
82	666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	285	LF	$6.53	$ 1,861.05
83	666-6054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	3	EA	$105.00	$ 315.00
84	666-6078	REFL PAV MRK TY I (W) (WORD) (100MIL)	3	EA	$120.00	$ 360.00
85	666-6099	REFL PAV MRK TY I (W) 18" (YLD TRI) (100MIL)	7	EA	$35.00	$ 245.00
86	666-6147	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	270	LF	$6.53	$ 1,763.10
87	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	19,956	LF	$0.13	$ 2,594.28
88	666-6178	REF PAV MRK TY II (W) 8" (SLD)	587	LF	$0.26	$ 152.62
89	666-6182	REF PAV MRK TY II (W) 24" (SLD)	285	LF	$2.40	$ 684.00

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Joe Bland Construction	
					UNIT COST	AMOUNT BID
90	666-6184	REF PAV MRK TY II (W) (ARROW)	3	EA	$47.00	$ 141.00
91	666-6192	REF PAV MRK TY II (W) (WORD)	3	EA	$65.00	$ 195.00
92	666-6198	REF PAV MRK TY II (W) 18" (YLD TRI)	7	EA	$17.50	$ 122.50
93	666-6207	REF PAV MRK TY II (Y) 4" (SLD)	21,120	LF	$0.13	$ 2,745.60
94	666-6214	REF PAV MRK TY II (Y) 24" (SLD)	303	LF	$2.40	$ 727.20
95	666-6303	RE PM W/RET REQ TY I (W) 4" (SLD) (100MIL)	19,956	LF	$0.33	$ 6,585.48
96	666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD) (100MIL)	21,120	LF	$0.33	$ 6,969.60
97	672-6007	REFL PAV MRKR TY-I-C	28	EA	$3.45	$ 96.60
98	672-6009	REFL PAV MRKR TY-II-A-A	619	EA	$3.45	$ 2,135.55
99	672-6010	REFL PAV MRKR TY-II-C-R	22	EA	$3.45	$ 75.90
100	677-6001	ELIM EXT PAV MRK & MRKS (4")	3,469	LF	$0.72	$ 2,497.68
101	677-6007	ELIM EXT PAV MRK & MRKS (24")	248	LF	$4.25	$ 1,054.00
102	W1.17.A.18	Pipe, 18" Dia. Water, Complete in Place, Including Excavation and Backfill. Write in selected material	8,378	LF	$120.00	$ 1,005,360.00
103	W1.17.AR.18	Pipe, 18" Dia.Water (Restrained), Complete in Place, Including Excavation and Backfill. Write in selected material	1,168	LF	$120.00	$ 140,160.00
104	W2.10.AR.8	Pipe, 8" Dia. PVC (Restrained), Including Excavation and Backfill	127	LF	$48.00	$ 6,096.00
105	W2.10.AR.12	Pipe, 12" Dia. PVC (Restrained), Including Excavation and Backfill	121	LF	$51.00	$ 6,171.00
106	W2.10.AR.16	Pipe, 16" Dia. PVC (Restrained), Including Excavation and Backfill	121	LF	$80.00	$ 9,680.00
107	W2.10.BP18x24	Pressure Taps, 18"x24" Dia.	1	EA	$17,000.00	$ 17,000.00
108	W1.17.A	Ductile Iron Fittings	4	TON	$6,500.00	$ 26,000.00
109	CIP11.06.B	Trench Excavation Safety Protection System (All Depths)	9,915	LF	$1.00	$ 9,915.00
110	W3.21.A8	Valves, Gate 8" Dia.	2	EA	$1,200.00	$ 2,400.00
111	W3.21.A12	Valves, Gate 12" Dia.	1	EA	$2,300.00	$ 2,300.00
112	W3.21.A16	Valves, Gate 16" Dia.	1	EA	$6,000.00	$ 6,000.00
113	W3.21.A18	Valves, Gate 18" Dia.	19	EA	$9,000.00	$ 171,000.00
114	W3.21.B	Fire Hydrant Assembly	10	EA	$3,800.00	$ 38,000.00
115	W2.10.A2	Pipe, 2" Dia. SDR-9 PVC, New Service Line	1,166	LF	$42.00	$ 48,972.00
116	W2.10.A6	Pipe, 4" Dia. SDR-26 PVC, Casing for Service Lines	440	LF	$60.00	$ 26,400.00
117	W4	Single service connections, incl. new meters, and incl private side connections	5	EA	$2,500.00	$ 12,500.00
118	W4.PRV	Single service connections, incl. new meters, with PRV, and incl private side connections	13	EA	$3,000.00	$ 39,000.00
119	W5	Double service connections, incl. new meters, and incl private side connections	4	EA	$3,000.00	$ 12,000.00
120	W3.21.AV2	Valve, Comb. Air 2" Dia.	5	EA	$4,000.00	$ 20,000.00
121	W1.17.B18x16	Wet Connection, 18"x16" Dia.	1	EA	$5,500.00	$ 5,500.00
122	W1.17.B16x15	Wet Connection, 16"x15" Dia.	1	EA	$7,500.00	$ 7,500.00
123	W1.17.B12x3	Wet Connection, 12"x3" Dia.	1	EA	$4,800.00	$ 4,800.00
124	W1.17.B8x3	Wet Connection, 8"x3" Dia.	1	EA	$4,600.00	$ 4,600.00
125	W1.17.B8x2	Wet Connection, 8"x2" Dia.	1	EA	$4,500.00	$ 4,500.00
126	W4.05.A18	Encasement Pipe, 18" Dia, Steel	107	LF	$250.00	$ 26,750.00
127	W4.05.A24	Encasement Pipe, 24" Dia, Steel	100	LF	$353.00	$ 35,300.00
128	W4.05.A30	Encasement Pipe, 30" Dia, Steel	659	LF	$425.00	$ 280,075.00

Williamson County Road Bond Program
1603-062 CR 258
HNTB Bid Tabulation
April 28, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Joe Bland Construction	
					UNIT COST	AMOUNT BID
129	SS.501S-30	Jacking or Boring 30" Pipe, Steel	150	LF	$550.00	$ 82,500.00
130	SD1.10.A	Asphalt Pavement Repair	185	SY	$20.00	$ 3,700.00
131	SD4.08.A	Flexible Base	185	SY	$60.00	$ 11,100.00
132	SD1.10.A	Gravel Driveway	139	SY	$55.00	$ 7,645.00
133		Demo Existing PRV and Vault, C.O.G. to salvage PRV	1	LS	$3,500.00	$ 3,500.00

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT

134	999-WC01	FORCE ACCOUNT	25,000	DOL	$1.00	$25,000.00
135	585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	12,000	DOL	$1.00	$12,000.00
136	341-WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TYC)	45,000	DOL	$1.00	$45,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$7,565,169.93**
		ACTUAL BID PROPOSAL				$7,565,169.93
		ADJUSTMENT DIFFERENCE				$0.00
		Bid Bond				Yes
		Bid Affidavit				Yes
		Conflict of Interest Questionnaire				No
		Disclosure of Lobbying Activities				Yes
		Bidder References (Minimum of Three)				No

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
CERTIFICATION OF FILING

Certificate Number:
2016-42958

Date Filed:
04/20/2016

Date Acknowledged:

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

Chasco Constructors
Round Rock, 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 Texas

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.

1603-062
CR 258 From Sunset Ridge to Ronald Reagan Blvd

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Charles J Glace, JR. 2002 Trust	Round Rock, TX United States	X	
Anthony J. Glace 2002 Trust	Round Rock, 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.

Craig R Hunter
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Craig Hunter, this the 20th day of April, 2016, to certify which, witness my hand and seal of office.

CATHERINE MICHELE HUDAK
Notary Public, State of Texas
My Commission Expires
AUGUST 11, 2018

Signature of officer administering oath	Printed name of officer administering oath	Title of officer administering oath
	Catherine Hudak	Notary Public

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

April 28, 2016

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 258 (Sunset Ridge to Ronald Reagan Boulevard)
Williamson County Project No. 1603-062
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed for correctness, with Patin Construction being the low bidder. Following is a summary of the bid totals:

1.	Chasco Constructors	$5,808,856.58
2.	Smith Contracting	$6,797,907.69
3.	Austin Engineering	$7,563,003.80
4.	Joe Bland Construction	$7,565,169.93

The Contractor's low base bid is $1,586,983.58 below the Engineer's Estimate, a cost saving of over 21%.

In addition to meeting the bid qualifications subject to being low bidder, Chasco Constructors has performed similar work on other projects on the Williamson County Road Bond Program, successfully completing Chandler Road Phase 3A and CR 104 Phase 2. We recommend award of the County Road 258 construction contract to Chasco Constructors in the contract amount of $5,808,856.58.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger

Christen A. Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

CIVIL ENGINEERING CONSULTANTS
DON DURDEN, INC.

April 27, 2016

Honorable Judge A. Gattis
County Judge
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626

RE: CR 258, From Sunset Ridge to Ronald Reagan Blvd
Williamson County Road Bond Project
Recommendation of Award

Dear Judge Gattis:

On April 20, 2016, at 10:30 a.m., bids were received and opened at 901 South Austin Avenue, Georgetown, Texas for the above referenced project. Four bids were received as shown in the attached bid tabulation. A summary of the bids is as follows:

1.	Chasco Construction	$5,808,856.58
2.	MA Smith Contracting Co.	$6,797,907.69
3.	Austin Engineering Co.	$7,563,003.80
4.	Joe Bland Construction	$7,565,169.93

None of the bids contained mathematical errors. Based on the bid tabulation, it is recommended that the contract be awarded to the lowest bidder, **Chasco Construction** in the amount of **$5,808,856.58**.

Please contact me should you have any questions.

Sincerely,

CIVIL ENGINEERING CONSULTANTS

Melissa G. Byler, PE
Sr. Project Manager

Attachment: Bid Tabulation

Commissioners Court - Regular Session **36.**

Meeting Date: 05/10/2016

Award Arterial H Phase 1, 1603-064

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 bid 1603-064, Arterial H Phase 1 for Williamson County to the lowest, best bidder, Patin Construction, LLC.

Background

After reviewing all bid submittals, HNTB recommends that the lowest, best bidder, Patin Construction, LLC be awarded bid 1603-064, Arterial H Phase 1 in the total amount of $2,691,514.80 and to add the Alternate 1 bid amount of $519,420.00 for the construction of the 16" waterline making the total contract amount $3,210,934.80.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Summary Letter

Award Recommendation Letter

1295 -Patin

Bid Tabulation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2016 12:09 PM
Form Started By: Jewel Walker		Started On: 05/02/2016 09:56 AM
Final Approval Date: 05/02/2016		

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 100
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

April 27, 2016

Williamson County Purchasing Department
901 S. Austin Ave
Georgetown, Texas 78626

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
Arterial H Extension
Williamson County Project No. 1603-064
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulations for the subject-referenced project. The bids have been reviewed for correctness, with Patin Construction being the low bidder. The bid proposals for the project included alternate bids for a 12 inch and 16 inch City of Round Rock waterline. After comparison of the bids to the project budget, the City determined that Alternate #1 would be implemented. Following is a summary of the bid totals:

		Base	Base + Alt #1	Base + Alt #2
1.	Patin Construction	$2,691,514.80	$3,210,934.80	$3,046,057.80
2.	CRU Ltd	$3,335,864.04	$3,961,670.44	$3,783,528.50
3.	DNT Construction	$3,376,334.61	$3,976,626.62	$3,753,767.01
4.	Cornerstone Construction	$3,398,006.75	$3,985,987.35	$3,815,199.45
5.	DeNucci Construction	$3,439,117.40	$3,995,713.40	$3,943,525.40
6.	Chasco Construction	$3,416,904.05	$4,051,176.05	$3,848,367.16
7.	Austin Engineering	$3,355,847.79	$4,111,543.79	$3,876,789.79
8.	Smith Contracting	$4.231.231.75	$5,248,457.75	$4,816,707.10

The Contractor's low base bid plus Alternate #1 is $2,037,381.95 below the Engineer's Estimate, a cost saving of over 38%.

In addition to meeting the bid qualifications subject to being low bidder, Patin Construction has performed similar work on other projects on the Williamson County Road Bond Program, successfully completing CR 174 at Brushy Creek and CR 260/266 intersection improvements. We recommend award of the Arterial H Extension construction contract to Patin Construction in the contract amount of $3,210,934.80.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Christen Eschberger

Christen A. Eschberger, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis

Cc: Judge Gattis, Williamson County Judge
Commissioner Birkman, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Morrison, Williamson County, Pct. 4
Robert Daigh, Williamson County
Joe England, Williamson County
Mike Weaver, Prime Strategies, Inc.
Richard Ridings, HNTB Corporation

RANDALL
JONES &
ASSOCIATES
ENGINEERING
INC.

2900 JAZZ STREET, ROUND ROCK, TEXAS 78664

April 25, 2016

Williamson County
710 South Main Street
Georgetown Texas 78626

RE: Arterial H Phase 1 and 16" Water Line
RJE Job# 1194

To Whom It May Concern,

Sealed bids were received and opened for the above referenced project on Wednesday, April 20, 2016 at 3:30 PM in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas. A copy of the bid tabulation summary is attached for the eight (8) bids received.

Randall Jones & Associates Engineering, Inc. has reviewed the bids submitted and recommends that the Williamson County Commissioner's Court award the contract to Patin Construction, LLC., in the total amount of $2,691,514.80 for the Arterial H Phase 1 Roadway Improvements and to add the Alternate 1 bid amount of $519, 420.00 for the construction of the 16" water line making the total contract amount $3,210,934.80. It is this office's opinion that Patin Construction, LLC., is a responsible contractor that can be expected to properly complete this project on behalf of Williamson County. If you have any questions or require additional information, please call.

Very truly yours,

J. Keith Collins, P.E.
TBPE Reg No. F-9784

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
PROFESSIONAL ENGINEER
4/25/16

T: recommen

WILLIAMSON COUNTY ARTERIAL "H" WEST
BID TABULATION SUMMARY OF TOTALS

	Patin Construction LLC	Central Road and Utility, Ltd.	Austin Engineering Company INC	DNT Construction, LLC	Chasco Constructors, Ltd., LLP	DeNucci Constructors, LLC	Conerstone Site Services	MA Smith Contracting Co. INC
Arterial H (Roadway)	$2,691,514.80	$3,335,864.04	$3,355,847.79	$3,376,334.61	$3,416,904.05	$3,439,117.40	$3,511,406.75	$4,410,511.10
Alt. 1 (16" Waterline)	$519,420.00	$625,806.40	$755,696.00	$600,292.01	$634,272.00	$556,596.00	$587,980.60	$628,030.00
Alt. 2 (12" Waterline)	$354,543.00	$447,664.46	$520,942.00	$377,432.40	$431,463.10	$504,408.00	$417,192.70	$406,196.00

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
CERTIFICATION OF FILING

Certificate Number:
2016-44491

Date Filed:
04/25/2016

Date Acknowledged:

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

Patin Construction LLC
Taylor, 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, Texas

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

1603-064
Arterial "H" West Precinct Number 3

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. [X]

6 AFFIDAVIT

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

VICTORIA L. FILLMAN
Notary Public, State of Texas
My Commission Expires
November 15, 2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Tim Patin, this the 25 day of April, 20 16, to certify which, witness my hand and seal of office.

Victoria L. Fillman — Victoria L. Fillman — Secretary

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

Bid Comparison

Bidder - Base	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Patin Construction	$2,691,514.80	1	($1,539,575.95)	-36.4%	-	-
CRU Ltd.	$3,335,864.04	2	($895,226.71)	-21.2%	$ 644,349.24	23.9%
Austin Engineering	$3,355,847.79	3	($875,242.96)	-20.7%	$ 664,332.99	24.7%
DNT Construction	$3,376,334.61	4	($854,756.14)	-20.2%	$ 684,819.81	25.4%
Cornerstone Construction	$3,398,006.75	5	($833,084.00)	-19.7%	$ 706,491.95	26.2%
Chasco Construcors	$3,416,904.05	6	($814,186.70)	-19.2%	$ 725,389.25	27.0%
DeNucci Constructors	$3,439,117.40	7	($791,973.35)	-18.7%	$ 747,602.60	27.8%
Smith Contracting	$4,410,511.10	8	$179,420.35	4.2%	$ 1,718,996.30	63.9%
Bidder - Base + Alternate #1	**Bid Amount**	**Rank**	**Difference from Engineer's**	**Difference from Engineer's**	**Difference from Low Bid ($)**	**Difference from Low Bid (%)**
Patin Construction	$3,210,934.80	1	($2,037,381.95)	-38.8%	-	-
CRU Ltd.	$3,961,670.44	2	($1,286,646.31)	-24.5%	$ 750,735.64	24.6%
DNT Construction	$3,976,626.62	3	($1,271,690.13)	-24.2%	$ 765,691.82	25.1%
Cornerstone Construction	$3,985,987.35	4	($1,262,329.40)	-24.1%	$ 775,052.55	25.4%
DeNucci Constructors	$3,995,713.40	5	($1,252,603.35)	-23.9%	$ 784,778.60	25.8%
Chasco Construcors	$4,051,176.05	6	($1,197,140.70)	-22.8%	$ 840,241.25	27.6%
Austin Engineering	$4,111,543.79	7	($1,136,772.96)	-21.7%	$ 900,608.99	29.6%
Smith Contracting	$5,038,541.10	8	($209,775.65)	-4.0%	$ 1,827,606.30	60.0%
Bidder - Base + Alternate #2	**Bid Amount**	**Rank**	**Difference from Engineer's**	**Difference from Engineer's**	**Difference from Low Bid ($)**	**Difference from Low Bid (%)**
Patin Construction	$3,046,057.80	1	($1,981,786.95)	-39.4%	-	-
DNT Construction	$3,753,767.01	2	($1,274,077.74)	-25.3%	$ 707,709.21	23.2%
CRU Ltd.	$3,783,528.50	3	($1,244,316.25)	-24.7%	$ 737,470.70	24.2%
Cornerstone Construction	$3,815,199.45	4	($1,212,645.30)	-24.1%	$ 769,141.65	25.3%
Chasco Construcors	$3,848,367.15	5	($1,179,477.60)	-23.5%	$ 802,309.35	26.3%
Austin Engineering	$3,876,789.79	6	($1,151,054.96)	-22.9%	$ 830,731.99	27.3%
DeNucci Constructors	$3,943,525.40	7	($1,084,319.35)	-21.6%	$ 897,467.60	29.5%
Smith Contracting	$4,816,707.10	8	($211,137.65)	-4.2%	$ 1,770,649.30	58.1%

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Patin Construction		CRU Ltd.		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	41.6	STA	$2,750.00	$114,400.00	$1,500.00	$ 62,400.00	$735.00	$ 30,576.00	$1,295.00	$53,872.00
2	104-6036	REMOVING CONC (SIDEWALK & RAMP)	54	SY	$4.00	$216.00	$18.00	$ 972.00	$31.50	$ 1,701.00	$12.00	$648.00
3	104-6022	REMOVING CONC (CURB AND GUTTER)	510	LF	$5.00	$2,550.00	$2.00	$ 1,020.00	$10.50	$ 5,355.00	$12.00	$6,120.00
4	105-6035	REMOVING STAB BASE & ASPH PAV (0-2")	79	SY	$4.00	$316.00	$20.00	$ 1,580.00	$31.50	$ 2,488.50	$30.00	$2,370.00
5	110-6001	EXCAVATION (ROADWAY)	13105	CY	$3.50	$45,867.50	$1.50	$ 19,657.50	$11.10	$ 145,465.50	$19.25	$252,271.25
6	110-6002	EXCAVATION (CHANNEL)	207	CY	$12.00	$2,484.00	$2.00	$ 414.00	$21.00	$ 4,347.00	$24.00	$4,968.00
7	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	13522	CY	$7.00	$94,654.00	$1.50	$ 20,283.00	$4.20	$ 56,792.40	$3.50	$47,327.00
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	23232	SY	$5.00	$116,160.00	$0.75	$ 17,424.00	$2.10	$ 48,787.20	$1.50	$34,848.00
9	164-WC01	SEEDING FOR EROSION CONTROL	23232	SY	$1.50	$34,848.00	$0.50	$ 11,616.00	$0.60	$ 13,939.20	$1.00	$23,232.00
10	168-WC01	VEGETATIVE WATERING	2163	MG	$16.50	$35,689.50	$1.00	$ 2,163.00	$10.50	$ 22,711.50	$25.00	$54,075.00
11	247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	9408	CY	$32.00	$301,056.00	$33.00	$ 310,464.00	$35.60	$ 334,924.80	$37.20	$349,977.60
12	260-6001	LIME (HYDRATED LINE (DRY))	304	TON	$175.00	$53,200.00	$200.00	$ 60,800.00	$183.80	$ 55,875.20	$140.00	$42,560.00
13	260-6073	LIME TRT (SUBGRADE) (8")	16901	SY	$3.00	$50,703.00	$2.00	$ 33,802.00	$5.30	$ 89,575.30	$3.00	$50,703.00
14	310-6001	PRIME COAT (MULTI OPTION)	2386	GAL	$4.00	$9,544.00	$4.50	$ 10,737.00	$5.30	$ 12,645.80	$4.40	$10,498.40
15	316-6005	ASPH (TIER II)	2982	GAL	$5.00	$14,910.00	$5.00	$ 14,910.00	$4.20	$ 12,524.40	$5.00	$14,910.00
16	316-6191	AGGR (TY-D GR-4 SAC B)	81	CY	$95.00	$7,695.00	$160.00	$ 12,960.00	$126.00	$ 10,206.00	$167.00	$13,527.00
17	341-6008	D-GR HMA (SQ) TY-B PG 64-22	2188	TON	$100.00	$218,800.00	$85.00	$ 185,980.00	$80.90	$ 177,009.20	$86.60	$189,480.80
18	341-6029	D-GR HMA TY-C SAC-A PG 76-22	1386	TON	$100.00	$138,600.00	$88.00	$ 121,968.00	$95.60	$ 132,501.60	$90.00	$124,740.00
19	401-6001	FLOWABLE FILL	482	CY	$275.00	$132,550.00	$90.00	$ 43,380.00	$204.80	$ 98,713.60	$125.00	$60,250.00
20	402-6001	TRENCH EXCAVATION PROTECTION	2383	LF	$10.00	$23,830.00	$0.50	$ 1,191.50	$1.10	$ 2,621.30	$1.00	$2,383.00
21	432-6002	RIPRAP (CONC) (5 IN)	159.8	CY	$25.00	$3,995.00	$125.00	$ 19,975.00	$404.30	$ 64,607.14	$430.00	$68,714.00
22	432-6004	RIPRAP (CONC) (8 IN)	20	CY	$50.00	$1,000.00	$140.00	$ 2,800.00	$414.80	$ 8,296.00	$445.00	$8,900.00
23	432-6031	RIPRAP (STONE PROTECTION) (12 IN)	2197	CY	$32.00	$70,304.00	$10.00	$ 21,970.00	$65.00	$ 142,805.00	$84.00	$184,548.00
24	462-6011	CONC BOX CULV (6 FT X 4 FT)	201	LF	$350.00	$70,350.00	$320.00	$ 64,320.00	$462.00	$ 92,862.00	$325.00	$65,325.00
25	462-6029	CONC BOX CULV (10 FT X 5 FT)	855	LF	$575.00	$491,625.00	$660.00	$ 564,300.00	$556.50	$ 475,807.50	$400.00	$342,000.00
26	462-6032	CONC BOX CULV (10 FT X 8 FT)	60	LF	$850.00	$51,000.00	$775.00	$ 46,500.00	$737.10	$ 44,226.00	$675.00	$40,500.00
27	464-6003	RC PIPE (CL III)(18 IN)	596	LF	$45.00	$26,820.00	$40.00	$ 23,840.00	$49.70	$ 29,621.20	$65.00	$38,740.00
28	464-6005	RC PIPE (CL III)(24 IN)	348	LF	$60.00	$20,880.00	$45.00	$ 15,660.00	$65.50	$ 22,794.00	$78.00	$27,144.00
29	464-6007	RC PIPE (CL III)(30 IN)	766	LF	$70.00	$53,620.00	$65.00	$ 49,790.00	$82.00	$ 62,812.00	$88.00	$67,408.00
30	464-6008	RC PIPE (CL III)(36 IN)	276	LF	$80.00	$22,080.00	$85.00	$ 23,460.00	$110.60	$ 30,525.60	$98.00	$27,048.00
31	465-6002	MANH (COMPL) (PRM) (48 IN)	1	EA	$2,700.00	$2,700.00	$3,200.00	$ 3,200.00	$3,832.50	$ 3,832.50	$3,500.00	$3,500.00
32	465-6003	MANH (COMPL) (PRM) (60 IN)	3	EA	$3,200.00	$9,600.00	$10,000.00	$ 30,000.00	$4,882.50	$ 14,647.50	$4,500.00	$13,500.00
33	465-6166	SLOPING HEADWALL	1	EA	$2,400.00	$2,400.00	$4,000.00	$ 4,000.00	$1,029.00	$ 1,029.00	$1,180.00	$1,180.00
34	465-6180	INLET (COMPL) (CURB) (TY-2) (10')	8	EA	$3,500.00	$28,000.00	$3,200.00	$ 25,600.00	$3,937.50	$ 31,500.00	$4,250.00	$34,000.00
35	465-6181	INLET (COMPL) (CURB) (TY-2) (15')	2	EA	$5,000.00	$10,000.00	$3,500.00	$ 7,000.00	$5,061.00	$ 10,122.00	$5,800.00	$11,600.00
36	465-6216	INLET (COMPL) (CURB) (10') (SPECIAL)	4	EA	$4,000.00	$16,000.00	$4,000.00	$ 16,000.00	$7,035.00	$ 28,140.00	$8,000.00	$32,000.00
37	465-6217	INLET (COMPL) (CURB) (15') (SPECIAL)	1	EA	$5,500.00	$5,500.00	$4,500.00	$ 4,500.00	$8,295.00	$ 8,295.00	$9,750.00	$9,750.00
38	466-6142	WINGWALL (FW - 0) (HW = 10 FT)	1	EA	$67,067.00	$67,067.00	$4,000.00	$ 4,000.00	$24,675.00	$ 24,675.00	$26,150.00	$26,150.00
39	466-6168	WINGWALL (FW - S) (HW = 7 FT)	1	EA	$60,360.00	$60,360.00	$5,000.00	$ 5,000.00	$13,965.00	$ 13,965.00	$15,000.00	$15,000.00
40	466-6169	WINGWALL (FW - S) (HW = 8 FT)	2	EA	$419,500.00	$839,000.00	$15,000.00	$ 30,000.00	$52,710.00	$ 105,420.00	$55,000.00	$110,000.00
41	466-6171	WINGWALL (PW - 1) (HW = 10 FT)	1	EA	$67,067.00	$67,067.00	$5,000.00	$ 5,000.00	$38,535.00	$ 38,535.00	$41,500.00	$41,500.00
42	466-6182	WINGWALL (PW - 1) (HW = 7 FT)	1	EA	$60,360.00	$60,360.00	$5,000.00	$ 5,000.00	$22,890.00	$ 22,890.00	$25,000.00	$25,000.00
43	479-6004	ADJUSTING MANHOLES (SANITARY)	1	EA	$600.00	$600.00	$500.00	$ 500.00	$1,168.10	$ 1,168.10	$500.00	$500.00
44	500-6001	MOBILIZATION	1	LS	$168,500.00	$168,500.00	$132,000.00	$ 132,000.00	$116,550.00	$ 116,550.00	$175,000.00	$175,000.00
45	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	$7,815.00	$23,445.00	$1,200.00	$ 3,600.00	$5,250.00	$ 15,750.00	$1,200.00	$3,600.00

Williamson County Road Bond Program
1603-064 Arterial H Extension
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April 27, 2016

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
46	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	411	LF	$30.00	$12,330.00	$25.00	$ 10,275.00	$26.30	$ 10,809.30	$20.00	$8,220.00
47	506-6011	ROCK FILTER DAMS (REMOVE)	411	LF	$10.00	$4,110.00	$6.00	$ 2,466.00	$10.50	$ 4,315.50	$11.00	$4,521.00
48	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	1	EA	$2,000.00	$2,000.00	$1,500.00	$ 1,500.00	$1,837.50	$ 1,837.50	$880.00	$880.00
49	506-6024	CONSTRUCTION EXITS (REMOVE)	500	SY	$5.00	$2,500.00	$2.00	$ 1,000.00	$3.20	$ 1,600.00	$1.00	$500.00
50	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	4067	LF	$7.00	$28,469.00	$2.00	$ 8,134.00	$2.60	$ 10,574.20	$1.95	$7,930.65
51	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	4067	LF	$3.50	$14,234.50	$0.50	$ 2,033.50	$1.10	$ 4,473.70	$0.30	$1,220.10
52	528-6003	COLORED TEXTURED CONC (8")	65	SY	$135.00	$8,775.00	$100.00	$ 6,500.00	$141.80	$ 9,217.00	$152.00	$9,880.00
53	529-6008	CONC CURB & GUTTER (TY II)	9146	LF	$12.50	$114,325.00	$12.00	$ 109,752.00	$12.70	$ 116,154.20	$14.00	$128,044.00
54	529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	213	LF	$21.00	$4,473.00	$24.00	$ 5,112.00	$94.50	$ 20,128.50	$101.00	$21,513.00
55	530-6004	DRIVEWAYS (CONC)	1062	SY	$36.00	$38,232.00	$70.00	$ 74,340.00	$65.10	$ 69,136.20	$50.00	$53,100.00
56	531-6002	SIDEWALKS (CONC) (5")	4913	SY	$45.00	$221,085.00	$50.00	$ 245,650.00	$48.60	$ 238,771.80	$48.00	$235,824.00
57	531-6004	CURB RAMPS (TY 1)	6	EA	$1,200.00	$7,200.00	$1,000.00	$ 6,000.00	$1,921.50	$ 11,529.00	$2,050.00	$12,300.00
58	552-6001	WIRE FENCE (TY A)	425	LF	$30.00	$12,750.00	$7.00	$ 2,975.00	$8.90	$ 3,782.50	$7.25	$3,081.25
59	610-6104	IN RD IL (U / P) (TY 1) (150 W EQ) LED	4	EA	$1,300.00	$5,200.00	$5,250.00	$ 21,000.00	$4,410.00	$ 17,640.00	$2,000.00	$8,000.00
60	618-6053	CONDT (PVC) (SCH 80) (3")	459	LF	$20.00	$9,180.00	$22.00	$ 10,098.00	$23.10	$ 10,602.90	$20.00	$9,180.00
61	624-6009	GROUND BOX TY D 162922	2	EA	$816.00	$1,632.00	$1,600.00	$ 3,200.00	$1,680.00	$ 3,360.00	$500.00	$1,000.00
62	644-6060	IN SM RD SN SUP & AM TY TWT (1) WS (P)	3	EA	$500.00	$1,500.00	$375.00	$ 1,125.00	$367.50	$ 1,102.50	$385.00	$1,155.00
63	662-6063	WK ZN PAV MRK REMOV (W) 4" SLD	27	LF	$1.00	$27.00	$25.00	$ 675.00	$26.30	$ 710.10	$22.80	$615.60
64	666-6047	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	17874	LF	$2.00	$35,748.00	$0.70	$ 12,511.80	$0.50	$ 8,937.00	$0.66	$11,796.84
65	666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	1176	LF	$3.00	$3,528.00	$4.00	$ 4,704.00	$0.50	$ 588.00	$4.15	$4,880.40
66	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	258	LF	$1.00	$258.00	$0.50	$ 129.00	$0.50	$ 129.00	$0.50	$129.00
67	666-6178	REFL PAV MRK TY II (W) 4" (BRK)	7691	LF	$0.75	$5,768.25	$0.50	$ 3,845.50	$0.60	$ 4,614.60	$0.50	$3,845.50
68	666-6184	REFL PAV MRK TY II (Y) (ARROW)	10	EA	$200.00	$2,000.00	$200.00	$ 2,000.00	$199.50	$ 1,995.00	$212.00	$2,120.00
69	666-6207	REFL PAV MRK TY II (Y) 4" (DBL-SLD)	102	LF	$2.50	$255.00	$0.50	$ 51.00	$0.50	$ 51.00	$0.50	$51.00
70	666-6315	RE PM W / RET REQ TY I (Y) 4" (SLD) (100MIL)	8720	LF	$2.00	$17,440.00	$0.80	$ 6,976.00	$0.50	$ 4,360.00	$0.67	$5,842.40
71	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	45	DAY	$85.00	$3,825.00	$85.00	$ 3,825.00	$131.30	$ 5,908.50	$110.00	$4,950.00

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					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
72	999 WC01	CONTRACTOR FORCE ACCOUNT 1	50000	DOL	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
73	341 WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	29300	DOL	$1.00	$29,300.00	$1.00	$29,300.00	$1.00	$29,300.00	$1.00	$29,300.00
74	341 WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	21000	DOL	$1.00	$21,000.00	$1.00	$21,000.00	$1.00	$21,000.00	$1.00	$21,000.00
75	585 WC01	CONTRACTOR FORCE ACCOUNT 2 QA/QC RIDE QUALITY PAY ADJUSTMENT (SCHED 3)	3600	DOL	$1.00	$3,600.00	$1.00	$3,600.00	$1.00	$3,600.00	$1.00	$3,600.00
		TOTAL FOR BASE BID				$4,231,090.75		$2,691,514.80		$3,335,864.04		$3,355,847.79
		ALTERNATE 1 BID ITEMS - 16" WATERLINE										
76	CORR 001W	PIPE, C-900 DR 14 PVC, DIA. 8" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	40	LF	$67.00	$2,680.00	$60.00	$ 2,400.00	$61.90	$ 2,476.00	$70.00	$2,800.00
77	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	310	LF	$99.00	$30,690.00	$60.00	$ 18,600.00	$66.40	$ 20,584.00	$75.00	$23,250.00
78	CORR 003W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	376	LF	$105.00	$39,480.00	$100.00	$ 37,600.00	$77.10	$ 28,989.60	$110.00	$41,360.00
79	CORR 004W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 6" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	28	LF	$72.00	$2,016.00	$60.00	$ 1,680.00	$64.60	$ 1,808.80	$75.00	$2,100.00
80	CORR 005W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$150.00	$601,800.00	$53.50	$ 214,642.00	$63.50	$ 254,762.00	$110.00	$441,320.00
81	CORR 007W	ENCASEMENT PIPE 16" DIA., TYPE STEEL	140	LF	$140.00	$19,600.00	$65.00	$ 9,100.00	$81.00	$ 11,340.00	$75.00	$10,500.00
82	CORR 008W	JACKING OR BORING 30 IN. PIPE, CLASS STEEL	110	LF	$500.00	$55,000.00	$550.00	$ 60,500.00	$379.00	$ 41,690.00	$597.00	$65,670.00
83	CORR 010W	CONCRETE TRENCH CAP, 3.33 FT. WIDTH	270	LF	$190.00	$51,300.00	$17.00	$ 4,590.00	$21.90	$ 5,913.00	$145.00	$39,150.00
84	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4766	LF	$10.00	$47,660.00	$0.50	$ 2,383.00	$1.10	$ 5,242.60	$1.00	$4,766.00
85	CORR 013W	WET CONNECTIONS, 16" DIA. X 16" DIA.	1	EA	$6,000.00	$6,000.00	$6,000.00	$ 6,000.00	$4,042.50	$ 4,042.50	$4,000.00	$4,000.00
86	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	1	EA	$4,000.00	$4,000.00	$5,000.00	$ 5,000.00	$1,575.00	$ 1,575.00	$2,000.00	$2,000.00
87	CORR 015W	FIRE HYDRANTS	4	EA	$5,000.00	$20,000.00	$3,700.00	$ 14,800.00	$3,885.00	$ 15,540.00	$2,600.00	$10,400.00
88	CORR 016W	IRON BODY RESILIENT SEATED GATE VALVE, 16" DIAMETER	6	EA	$10,000.00	$60,000.00	$7,800.00	$ 46,800.00	$8,400.00	$ 50,400.00	$6,500.00	$39,000.00
89	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	2	EA	$4,000.00	$8,000.00	$3,000.00	$ 6,000.00	$3,071.30	$ 6,142.60	$2,200.00	$4,400.00
90	CORR 018W	IRON BODY RESILIENT SEATED GATE VALVE, 8" DIAMETER	4	EA	$2,200.00	$8,800.00	$1,400.00	$ 5,600.00	$1,811.30	$ 7,245.20	$1,400.00	$5,600.00
91	CORR 019W	IRON BODY RESILIENT SEATED GATE VALVE, 6" DIAMETER	4	EA	$1,600.00	$6,400.00	$1,200.00	$ 4,800.00	$1,273.10	$ 5,092.40	$1,000.00	$4,000.00
92	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$5,000.00	$10,000.00	$3,600.00	$ 7,200.00	$3,228.80	$ 6,457.60	$2,100.00	$4,200.00
93	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$1,200.00	$1,200.00	$3,000.00	$ 3,000.00	$3,281.30	$ 3,281.30	$3,000.00	$3,000.00
94	CORR 022W	PRESSURE REDUCING VALVE ASSEMBLIES (VAULT ONLY)	1	EA	$3,000.00	$3,000.00	$30,000.00	$ 30,000.00	$49,755.70	$ 49,755.70	$26,000.00	$26,000.00
95	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	2.35	TON	$16,000.00	$37,600.00	$15,700.00	$ 36,895.00	$28,052.00	$ 65,922.20	$8,800.00	$20,680.00
96	CORR 024W	TRANSITION COUPLING 16" HIGH-DENSITY POLYETHYLENE X 16" DUCTILE IRON PIPE	1	EA	$2,000.00	$2,000.00	$1,830.00	$ 1,830.00	$37,545.90	$ 37,545.90	$1,500.00	$1,500.00
		TOTAL FOR ALTERNATE 1				$1,017,226.00		$ 519,420.00		$ 625,806.40		$ 755,696.00
		ALTERNATE 2 BID ITEMS - 12" WATERLINE										
76	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	686	LF	$99.00	$67,914.00	$ 60.00	$ 41,160.00	$64.20	$ 44,041.20	$75.00	$51,450.00
77	CORR 006W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$125.00	$501,500.00	$ 47.00	$ 188,564.00	$64.20	$ 257,570.40	$81.00	$324,972.00

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Patin Construction		CRU Ltd.		Austin Engineering	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
78	CORR 009W	JACKING OR BORING 24 IN. PIPE, CLASS STEEL	110	LF	$425.00	$46,750.00	$ 500.00	$ 55,000.00	$399.90	$ 43,989.00	$541.00	$59,510.00
79	CORR 011W	CONCRETE TRENCH CAP, 3.0 FT. WIDTH	270	LF	$175.00	$47,250.00	$ 17.00	$ 4,590.00	$17.50	$ 4,725.00	$145.00	$39,150.00
80	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4698	LF	$10.00	$46,980.00	$ 0.50	$ 2,349.00	$1.10	$ 5,167.80	$1.00	$4,698.00
81	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	2	EA	$4,000.00	$8,000.00	$ 3,700.00	$ 7,400.00	$2,388.80	$ 4,777.60	$2,000.00	$4,000.00
82	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	8	EA	$4,000.00	$32,000.00	$ 2,700.00	$ 21,600.00	$3,228.80	$ 25,830.40	$2,200.00	$17,600.00
83	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$5,000.00	$10,000.00	$ 3,600.00	$ 7,200.00	$3,228.80	$ 6,457.60	$2,100.00	$4,200.00
84	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$1,200.00	$1,200.00	$ 3,000.00	$ 3,000.00	$36,184.50	$ 36,184.50	$3,000.00	$3,000.00
85	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	1.26	TON	$16,000.00	$20,160.00	$ 18,000.00	$ 22,680.00	$13,558.30	$ 17,083.46	$8,700.00	$10,962.00
86	CORR 025W	TRANSITION COUPLING 12" HIGH-DENSITY POLYETHYLENE X 12" DUCTILE IRON PIPE	1	EA	$15,000.00	$15,000.00	$ 1,000.00	$ 1,000.00	$1,837.50	$ 1,837.50	$1,400.00	$1,400.00
		TOTAL FOR ALTERNATE 2				$796,754.00		$354,543.00		$447,664.46		$520,942.00
		TOTAL BASE COST ADJUSTED FOR CORRECTNESS				**$4,231,090.75**		**$2,691,514.80**		**$3,335,864.04**		**$3,355,847.79**
		TOTAL BASE COST PLUS ALTERNATE #1				**$5,248,316.75**		**$3,210,934.80**		**$3,961,670.44**		**$4,111,543.79**
		TOTAL BASE COST PLUS ALTERNATE #2				**$5,027,844.75**		**$3,046,057.80**		**$3,783,528.50**		**$3,876,789.79**
		ACTUAL BID PROPOSAL				$4,231,090.75		$2,691,514.80		$3,335,864.04		$3,355,847.79
		ACTUAL BID PROPOSAL PLUS ALTERNATE #1				$5,248,316.75		$3,210,934.80		$3,961,670.44		$4,111,543.79
		ACTUAL BID PROPOSAL PLUS ALTERNATE #2				$5,027,844.75		$3,046,057.80		$3,783,528.50		$3,876,789.79
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond						Yes		Yes		Yes
		Bid Affidavit						Yes		Yes		Yes
		Conflict of Interest Questionnaire						Yes		Yes		Yes
		Disclosure of Lobbying Activities						Yes		Yes		Yes
		Bidder References (Minimum of Three)						Yes		Yes		Yes

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DNT Construction		Cornerstone Construction		Chasco Construcors		DeNucci Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	41.6	STA	$ 1,011.90	$ 42,095.04	$2,500.00	$104,000.00	$ 1,400.00	$ 58,240.00	$ 1,500.00	$62,400.00
2	104-6036	REMOVING CONC (SIDEWALK & RAMP)	54	SY	$ 24.63	$ 1,330.02	$28.00	$1,512.00	$ 30.00	$ 1,620.00	$ 10.00	$540.00
3	104-6022	REMOVING CONC (CURB AND GUTTER)	510	LF	$ 6.19	$ 3,156.90	$2.00	$1,020.00	$ 12.00	$ 6,120.00	$ 4.00	$2,040.00
4	105-6035	REMOVING STAB BASE & ASPH PAV (0-2")	79	SY	$ 7.17	$ 566.43	$58.00	$4,582.00	$ 12.00	$ 948.00	$ 15.00	$1,185.00
5	110-6001	EXCAVATION (ROADWAY)	13105	CY	$ 5.30	$ 69,456.50	$11.00	$144,155.00	$ 13.00	$ 170,365.00	$ 9.00	$117,945.00
6	110-6002	EXCAVATION (CHANNEL)	207	CY	$ 10.61	$ 2,196.27	$18.00	$3,726.00	$ 13.00	$ 2,691.00	$ 12.00	$2,484.00
7	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	13522	CY	$ 2.84	$ 38,402.48	$5.50	$74,371.00	$ 2.00	$ 27,044.00	$ 6.00	$81,132.00
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	23232	SY	$ 0.28	$ 6,504.96	$0.85	$19,747.20	$ 1.35	$ 31,363.20	$ 5.50	$127,776.00
9	164-WC01	SEEDING FOR EROSION CONTROL	23232	SY	$ 1.30	$ 30,201.60	$0.70	$16,262.40	$ 0.60	$ 13,939.20	$ 0.70	$16,262.40
10	168-WC01	VEGETATIVE WATERING	2163	MG	$ 24.10	$ 52,128.30	$4.50	$9,733.50	$ 13.00	$ 28,119.00	$ 8.00	$17,304.00
11	247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	9408	CY	$ 29.23	$ 274,995.84	$36.00	$338,688.00	$ 36.00	$ 338,688.00	$ 42.00	$395,136.00
12	260-6001	LIME (HYDRATED LINE (DRY))	304	TON	$ 186.60	$ 56,726.40	$200.00	$60,800.00	$ 135.00	$ 41,040.00	$ 138.00	$41,952.00
13	260-6073	LIME TRT (SUBGRADE) (8")	16901	SY	$ 4.21	$ 71,153.21	$6.00	$101,406.00	$ 2.50	$ 42,252.50	$ 3.00	$50,703.00
14	310-6001	PRIME COAT (MULTI OPTION)	2386	GAL	$ 4.60	$ 10,975.60	$4.50	$10,737.00	$ 4.75	$ 11,333.50	$ 6.50	$15,509.00
15	316-6005	ASPH (TIER II)	2982	GAL	$ 5.18	$ 15,446.76	$5.05	$15,059.10	$ 4.00	$ 11,928.00	$ 5.75	$17,146.50
16	316-6191	AGGR (TY-D GR-4 SAC B)	81	CY	$ 172.50	$ 13,972.50	$168.00	$13,608.00	$ 115.00	$ 9,315.00	$ 126.00	$10,206.00
17	341-6008	D-GR HMA (SQ) TY-B PG 64-22	2188	TON	$ 89.70	$ 196,263.60	$88.00	$192,544.00	$ 78.00	$ 170,664.00	$ 87.00	$190,356.00
18	341-6029	D-GR HMA TY-C SAC-A PG 76-22	1386	TON	$ 93.15	$ 129,105.90	$91.00	$126,126.00	$ 94.00	$ 130,284.00	$ 103.00	$142,758.00
19	401-6001	FLOWABLE FILL	482	CY	$ 103.50	$ 49,887.00	$107.00	$51,574.00	$ 125.00	$ 60,250.00	$ 125.00	$60,250.00
20	402-6001	TRENCH EXCAVATION PROTECTION	2383	LF	$ 1.15	$ 2,740.45	$1.55	$3,693.65	$ 1.25	$ 2,978.75	$ 2.00	$4,766.00
21	432-6002	RIPRAP (CONC) (5 IN)	159.8	CY	$ 409.69	$ 65,468.46	$325.00	$51,935.00	$ 370.00	$ 59,126.00	$ 460.00	$73,508.00
22	432-6004	RIPRAP (CONC) (8 IN)	20	CY	$ 409.69	$ 8,193.80	$380.00	$7,600.00	$ 350.00	$ 7,000.00	$ 390.00	$7,800.00
23	432-6031	RIPRAP (STONE PROTECTION) (12 IN)	2197	CY	$ 86.25	$ 189,491.25	$35.00	$76,895.00	$ 70.00	$ 153,790.00	$ 90.00	$197,730.00
24	462-6011	CONC BOX CULV (6 FT X 4 FT)	201	LF	$ 378.33	$ 76,044.33	$340.00	$68,340.00	$ 475.00	$ 95,475.00	$ 285.00	$57,285.00
25	462-6029	CONC BOX CULV (10 FT X 5 FT)	855	LF	$ 445.28	$ 380,714.40	$640.00	$547,200.00	$ 760.00	$ 649,800.00	$ 625.00	$534,375.00
26	462-6032	CONC BOX CULV (10 FT X 8 FT)	60	LF	$ 927.24	$ 55,634.40	$915.00	$54,900.00	$ 930.00	$ 55,800.00	$ 750.00	$45,000.00
27	464-6003	RC PIPE (CL III)(18 IN)	596	LF	$ 56.03	$ 33,393.88	$62.00	$36,952.00	$ 62.00	$ 36,952.00	$ 55.00	$32,780.00
28	464-6005	RC PIPE (CL III)(24 IN)	348	LF	$ 72.58	$ 25,257.84	$70.00	$24,360.00	$ 77.00	$ 26,796.00	$ 65.00	$22,620.00
29	464-6007	RC PIPE (CL III)(30 IN)	766	LF	$ 90.26	$ 69,139.16	$88.00	$67,408.00	$ 97.00	$ 74,302.00	$ 75.00	$57,450.00
30	464-6008	RC PIPE (CL III)(36 IN)	276	LF	$ 126.68	$ 34,963.68	$120.00	$33,120.00	$ 139.00	$ 38,364.00	$ 95.00	$26,220.00
31	465-6002	MANH (COMPL) (PRM) (48 IN)	1	EA	$ 2,792.57	$ 2,792.57	$3,350.00	$3,350.00	$ 3,620.00	$ 3,620.00	$ 4,200.00	$4,200.00
32	465-6003	MANH (COMPL) (PRM) (60 IN)	3	EA	$ 3,338.82	$ 10,016.46	$4,450.00	$13,350.00	$ 4,490.00	$ 13,470.00	$ 8,500.00	$25,500.00
33	465-6166	SLOPING HEADWALL	1	EA	$ 1,832.53	$ 1,832.53	$1,625.00	$1,625.00	$ 860.00	$ 860.00	$ 3,800.00	$3,800.00
34	465-6180	INLET (COMPL) (CURB) (TY-2) (10')	8	EA	$ 4,237.71	$ 33,901.68	$4,075.00	$32,600.00	$ 3,980.00	$ 31,840.00	$ 6,200.00	$49,600.00
35	465-6181	INLET (COMPL) (CURB) (TY-2) (15')	2	EA	$ 6,593.50	$ 13,187.00	$5,500.00	$11,000.00	$ 6,020.00	$ 12,040.00	$ 7,600.00	$15,200.00
36	465-6216	INLET (COMPL) (CURB) (10') (SPECIAL)	4	EA	$ 9,322.28	$ 37,289.12	$5,700.00	$22,800.00	$ 4,830.00	$ 19,320.00	$ 6,000.00	$24,000.00
37	465-6217	INLET (COMPL) (CURB) (15') (SPECIAL)	1	EA	$ 12,160.17	$ 12,160.17	$6,300.00	$6,300.00	$ 7,020.00	$ 7,020.00	$ 7,000.00	$7,000.00
38	466-6142	WINGWALL (FW - 0) (HW = 10 FT)	1	EA	$ 30,551.36	$ 30,551.36	$47,000.00	$47,000.00	$ 31,780.00	$ 31,780.00	$ 6,300.00	$6,300.00
39	466-6168	WINGWALL (FW - S) (HW = 7 FT)	1	EA	$ 23,582.36	$ 23,582.36	$37,000.00	$37,000.00	$ 11,870.00	$ 11,870.00	$ 5,800.00	$5,800.00
40	466-6169	WINGWALL (FW - S) (HW = 8 FT)	2	EA	$ 67,058.11	$ 134,116.22	$50,500.00	$101,000.00	$ 48,350.00	$ 96,700.00	$ 6,500.00	$13,000.00
41	466-6171	WINGWALL (PW - 1) (HW = 10 FT)	1	EA	$ 50,130.11	$ 50,130.11	$62,000.00	$62,000.00	$ 27,020.00	$ 27,020.00	$ 6,500.00	$6,500.00
42	466-6182	WINGWALL (PW - 1) (HW = 7 FT)	1	EA	$ 32,868.61	$ 32,868.61	$32,000.00	$32,000.00	$ 13,320.00	$ 13,320.00	$ 5,800.00	$5,800.00
43	479-6004	ADJUSTING MANHOLES (SANITARY)	1	EA	$ 521.93	$ 521.93	$4,100.00	$4,100.00	$ 1,140.00	$ 1,140.00	$ 350.00	$350.00
44	500-6001	MOBILIZATION	1	LS	$ 237,485.12	$ 237,485.12	$54,000.00	$54,000.00	$ 205,000.00	$ 205,000.00	$ 90,000.00	$90,000.00
45	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	$ 1,121.25	$ 3,363.75	$4,000.00	$12,000.00	$ 7,110.00	$ 21,330.00	$ 15,000.00	$45,000.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DNT Construction		Cornerstone Construction		Chasco Construcors		DeNucci Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
46	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	411	LF	$ 17.88	$ 7,348.68	$25.00	$10,275.00	$ 18.00	$ 7,398.00	$ 40.00	$16,440.00
47	506-6011	ROCK FILTER DAMS (REMOVE)	411	LF	$ 11.50	$ 4,726.50	$7.00	$2,877.00	$ 12.00	$ 4,932.00	$ 8.00	$3,288.00
48	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	1	EA	$ 977.50	$ 977.50	$6,720.00	$6,720.00	$ 970.00	$ 970.00	$ 1,200.00	$1,200.00
49	506-6024	CONSTRUCTION EXITS (REMOVE)	500	SY	$ 1.73	$ 865.00	$6.75	$3,375.00	$ 1.00	$ 500.00	$ 20.00	$10,000.00
50	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	4067	LF	$ 2.81	$ 11,428.27	$2.00	$8,134.00	$ 2.00	$ 8,134.00	$ 2.00	$8,134.00
51	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	4067	LF	$ 0.25	$ 1,016.75	$0.30	$1,220.10	$ 0.25	$ 1,016.75	$ 1.00	$4,067.00
52	528-6003	COLORED TEXTURED CONC (8")	65	SY	$ 150.93	$ 9,810.45	$145.00	$9,425.00	$ 103.00	$ 6,695.00	$ 145.00	$9,425.00
53	529-6008	CONC CURB & GUTTER (TY II)	9146	LF	$ 15.45	$ 141,305.70	$13.00	$118,898.00	$ 12.70	$ 116,154.20	$ 13.00	$118,898.00
54	529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	213	LF	$ 97.84	$ 20,839.92	$40.00	$8,520.00	$ 56.00	$ 11,928.00	$ 120.00	$25,560.00
55	530-6004	DRIVEWAYS (CONC)	1062	SY	$ 114.38	$ 121,471.56	$84.00	$89,208.00	$ 56.00	$ 59,472.00	$ 105.00	$111,510.00
56	531-6002	SIDEWALKS (CONC) (5")	4913	SY	$ 46.41	$ 228,012.33	$41.00	$201,433.00	$ 36.00	$ 176,868.00	$ 48.00	$235,824.00
57	531-6004	CURB RAMPS (TY 1)	6	EA	$ 2,085.26	$ 12,511.56	$1,100.00	$6,600.00	$ 745.00	$ 4,470.00	$ 2,800.00	$16,800.00
58	552-6001	WIRE FENCE (TY A)	425	LF	$ 9.12	$ 3,876.00	$10.00	$4,250.00	$ 8.40	$ 3,570.00	$ 10.00	$4,250.00
59	610-6104	IN RD IL (U / P) (TY 1) (150 W EQ) LED	4	EA	$ 4,830.00	$ 19,320.00	$4,700.00	$18,800.00	$ 4,410.00	$ 17,640.00	$ 2,200.00	$8,800.00
60	618-6053	CONDT (PVC) (SCH 80) (3")	459	LF	$ 26.39	$ 12,113.01	$25.00	$11,475.00	$ 23.00	$ 10,557.00	$ 8.00	$3,672.00
61	624-6009	GROUND BOX TY D 162922	2	EA	$ 1,853.80	$ 3,707.60	$1,800.00	$3,600.00	$ 1,680.00	$ 3,360.00	$ 1,200.00	$2,400.00
62	644-6060	IN SM RD SN SUP & AM TY TWT (1) WS (P)	3	EA	$ 402.50	$ 1,207.50	$16,500.00	$49,500.00	$ 500.00	$ 1,500.00	$ 800.00	$2,400.00
63	662-6063	WK ZN PAV MRK REMOV (W) 4" SLD	27	LF	$ 23.58	$ 636.66	$62.00	$1,674.00	$ 17.00	$ 459.00	$ 70.00	$1,890.00
64	666-6047	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	17874	LF	$ 0.92	$ 16,444.08	$0.40	$7,149.60	$ 0.40	$ 7,149.60	$ 0.50	$8,937.00
65	666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	1176	LF	$ 4.54	$ 5,339.04	$6.75	$7,938.00	$ 6.00	$ 7,056.00	$ 9.00	$10,584.00
66	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	258	LF	$ 0.75	$ 193.50	$0.40	$103.20	$ 0.25	$ 64.50	$ 0.50	$129.00
67	666-6178	REFL PAV MRK TY II (W) 4" (BRK)	7691	LF	$ 0.75	$ 5,768.25	$0.40	$3,076.40	$ 0.25	$ 1,922.75	$ 0.50	$3,845.50
68	666-6184	REFL PAV MRK TY II (Y) (ARROW)	10	EA	$ 232.30	$ 2,323.00	$107.00	$1,070.00	$ 90.00	$ 900.00	$ 110.00	$1,100.00
69	666-6207	REFL PAV MRK TY II (Y) 4" (DBL-SLD)	102	LF	$ 0.75	$ 76.50	$0.80	$81.60	$ 0.55	$ 56.10	$ 1.00	$102.00
70	666-6315	RE PM W / RET REQ TY I (Y) 4" (SLD) (100MIL)	8720	LF	$ 0.69	$ 6,016.80	$0.45	$3,924.00	$ 0.40	$ 3,488.00	$ 0.65	$5,668.00
71	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	45	DAY	$ 126.50	$ 5,692.50	$280.00	$12,600.00	$ 85.00	$ 3,825.00	$ 125.00	$5,625.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DNT Construction		Cornerstone Construction		Chasco Construcors		DeNucci Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT												
72	999 WC01	CONTRACTOR FORCE ACCOUNT 1	50000	DOL	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00	$1.00	$50,000.00
73	341 WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	29300	DOL	$1.00	$29,300.00	$1.00	$29,300.00	$1.00	$29,300.00	$1.00	$29,300.00
74	341 WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	21000	DOL	$1.00	$21,000.00	$1.00	$21,000.00	$1.00	$21,000.00	$1.00	$21,000.00
75	585 WC01	CONTRACTOR FORCE ACCOUNT 2 QA/QC RIDE QUALITY PAY ADJUSTMENT (SCHED 3)	3600	DOL	$1.00	$3,600.00	$1.00	$3,600.00	$1.00	$3,600.00	$1.00	$3,600.00
		TOTAL FOR BASE BID				$3,376,334.61		$3,398,006.75		$3,416,904.05		$3,439,117.40
		ALTERNATE 1 BID ITEMS - 16" WATERLINE										
76	CORR 001W	PIPE, C-900 DR 14 PVC, DIA. 8" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	40	LF	$ 42.71	$ 1,708.40	$140.00	$5,600.00	$48.00	$ 1,920.00	$44.00	$1,760.00
77	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	310	LF	$ 59.96	$ 18,587.60	$70.00	$21,700.00	$68.00	$ 21,080.00	$72.00	$22,320.00
78	CORR 003W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	376	LF	$ 84.33	$ 31,708.08	$86.00	$32,336.00	$85.00	$ 31,960.00	$85.00	$31,960.00
79	CORR 004W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 6" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	28	LF	$ 43.38	$ 1,214.64	$105.00	$2,940.00	$59.00	$ 1,652.00	$65.00	$1,820.00
80	CORR 005W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$ 78.17	$ 313,618.04	$76.00	$304,912.00	$81.00	$ 324,972.00	$72.00	$288,864.00
81	CORR 007W	ENCASEMENT PIPE 16" DIA., TYPE STEEL	140	LF	$ 69.42	$ 9,718.80	$24.00	$3,360.00	$97.00	$ 13,580.00	$85.00	$11,900.00
82	CORR 008W	JACKING OR BORING 30 IN. PIPE, CLASS STEEL	110	LF	$ 493.54	$ 54,289.40	$595.00	$65,450.00	$685.00	$ 75,350.00	$420.00	$46,200.00
83	CORR 010W	CONCRETE TRENCH CAP, 3.33 FT. WIDTH	270	LF	$ 6.82	$ 1,841.40	$14.00	$3,780.00	$10.00	$ 2,700.00	$12.00	$3,240.00
84	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4766	LF	$ 0.44	$ 2,097.04	$1.10	$5,242.60	$0.75	$ 3,574.50	$2.00	$9,532.00
85	CORR 013W	WET CONNECTIONS, 16" DIA. X 16" DIA.	1	EA	$ 1,538.40	$ 1,538.40	$4,300.00	$4,300.00	$3,890.00	$ 3,890.00	$3,800.00	$3,800.00
86	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	1	EA	$ 979.26	$ 979.26	$3,900.00	$3,900.00	$2,450.00	$ 2,450.00	$3,200.00	$3,200.00
87	CORR 015W	FIRE HYDRANTS	4	EA	$ 5,354.50	$ 21,418.00	$2,800.00	$11,200.00	$3,060.00	$ 12,240.00	$4,200.00	$16,800.00
88	CORR 016W	IRON BODY RESILIENT SEATED GATE VALVE, 16" DIAMETER	6	EA	$ 7,608.04	$ 45,648.24	$6,000.00	$36,000.00	$6,730.00	$ 40,380.00	$6,500.00	$39,000.00
89	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	2	EA	$ 2,273.62	$ 4,547.24	$2,400.00	$4,800.00	$2,230.00	$ 4,460.00	$3,500.00	$7,000.00
90	CORR 018W	IRON BODY RESILIENT SEATED GATE VALVE, 8" DIAMETER	4	EA	$ 1,389.33	$ 5,557.32	$1,300.00	$5,200.00	$1,205.00	$ 4,820.00	$1,800.00	$7,200.00
91	CORR 019W	IRON BODY RESILIENT SEATED GATE VALVE, 6" DIAMETER	4	EA	$ 999.47	$ 3,997.88	$995.00	$3,980.00	$840.00	$ 3,360.00	$1,400.00	$5,600.00
92	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$ 4,288.50	$ 8,577.00	$2,100.00	$4,200.00	$3,270.00	$ 6,540.00	$2,800.00	$5,600.00
93	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$ 2,376.74	$ 2,376.74	$3,305.00	$3,305.00	$3,320.00	$ 3,320.00	$2,800.00	$2,800.00
94	CORR 022W	PRESSURE REDUCING VALVE ASSEMBLIES (VAULT ONLY)	1	EA	$ 44,009.52	$ 44,009.52	$27,000.00	$27,000.00	$44,400.00	$ 44,400.00	$28,000.00	$28,000.00
95	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	2.35	TON	$ 11,204.77	$ 26,331.21	$16,200.00	$38,070.00	$12,810.00	$ 30,103.50	$8,000.00	$18,800.00
96	CORR 024W	TRANSITION COUPLING 16" HIGH-DENSITY POLYETHYLENE X 16" DUCTILE IRON PIPE	1	EA	$ 527.80	$ 527.80	$705.00	$705.00	$1,520.00	$ 1,520.00	$1,200.00	$1,200.00
		TOTAL FOR ALTERNATE 1				$ 600,292.01		$ 587,980.60		$ 634,272.00		$ 556,596.00
		ALTERNATE 2 BID ITEMS - 12" WATERLINE										
76	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	686	LF	$ 60.95	$ 41,811.70	$67.00	$45,962.00	$ 69.00	$ 47,334.00	$ 72.00	$49,392.00
77	CORR 006W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$ 60.02	$ 240,800.24	$65.00	$260,780.00	$ 65.00	$ 260,780.00	$ 85.00	$341,020.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	DNT Construction		Cornerstone Construction		Chasco Construcors		DeNucci Constructors	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
78	CORR 009W	JACKING OR BORING 24 IN. PIPE, CLASS STEEL	110	LF	$ 415.46	$ 45,700.60	$515.00	$56,650.00	$ 590.00	$ 64,900.00	$ 420.00	$46,200.00
79	CORR 011W	CONCRETE TRENCH CAP, 3.0 FT. WIDTH	270	LF	$ 5.69	$ 1,536.30	$14.00	$3,780.00	$ 10.00	$ 2,700.00	$ 12.00	$3,240.00
80	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4698	LF	$ 0.44	$ 2,067.12	$1.15	$5,402.70	$ 0.75	$ 3,523.50	$ 2.00	$9,396.00
81	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	2	EA	$ 1,302.00	$ 2,604.00	$3,700.00	$7,400.00	$ 2,450.00	$ 4,900.00	$ 3,200.00	$6,400.00
82	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	8	EA	$ 2,450.62	$ 19,604.96	$2,400.00	$19,200.00	$ 2,540.00	$ 20,320.00	$ 3,500.00	$28,000.00
83	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$ 3,962.72	$ 7,925.44	$1,775.00	$3,550.00	$ 3,230.00	$ 6,460.00	$ 3,200.00	$6,400.00
84	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$ 2,376.74	$ 2,376.74	$3,050.00	$3,050.00	$ 3,000.00	$ 3,000.00	$ 2,800.00	$2,800.00
85	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	1.26	TON	$ 10,140.08	$ 12,776.50	$8,800.00	$11,088.00	$ 13,310.00	$ 16,770.60	$ 8,500.00	$10,710.00
86	CORR 025W	TRANSITION COUPLING 12" HIGH-DENSITY POLYETHYLENE X 12" DUCTILE IRON PIPE	1	EA	$ 228.80	$ 228.80	$330.00	$330.00	$ 775.00	$ 775.00	$ 850.00	$850.00
TOTAL FOR ALTERNATE 2						$377,432.40		$417,192.70		$431,463.10		$504,408.00
		TOTAL BASE COST ADJUSTED FOR CORRECTNESS				**$3,376,334.61**		**$3,398,006.75**		**$3,416,904.05**		**$3,439,117.40**
		TOTAL BASE COST PLUS ALTERNATE #1				**$3,976,626.62**		**$3,985,987.35**		**$4,051,176.05**		**$3,995,713.40**
		TOTAL BASE COST PLUS ALTERNATE #2				**$3,753,767.01**		**$3,815,199.45**		**$3,848,367.15**		**$3,943,525.40**
		ACTUAL BID PROPOSAL				$3,376,334.61		$3,398,006.75		$3,416,904.05		$3,439,117.40
		ACTUAL BID PROPOSAL PLUS ALTERNATE #1				$3,976,626.62		$3,985,987.35		$4,051,176.05		$3,995,713.40
		ACTUAL BID PROPOSAL PLUS ALTERNATE #2				$3,753,767.01		$3,815,199.45		$3,848,367.15		$3,943,525.40
		ADJUSTMENT DIFFERENCE				$0.00		$0.00		$0.00		$0.00
		Bid Bond				Yes		Yes		Yes		Yes
		Bid Affidavit				Yes		Yes		Yes		Yes
		Conflict of Interest Questionnaire				Yes		Yes		Yes		Yes
		Disclosure of Lobbying Activities				Yes		Yes		Yes		No
		Bidder References (Minimum of Three)				Yes		No		Yes		Yes

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
1	100-6002	PREPARING ROW	41.6	STA	$2,350.00	$ 97,760.00
2	104-6036	REMOVING CONC (SIDEWALK & RAMP)	54	SY	$20.00	$ 1,080.00
3	104-6022	REMOVING CONC (CURB AND GUTTER)	510	LF	$6.00	$ 3,060.00
4	105-6035	REMOVING STAB BASE & ASPH PAV (0-2")	79	SY	$27.00	$ 2,133.00
5	110-6001	EXCAVATION (ROADWAY)	13105	CY	$9.50	$ 124,497.50
6	110-6002	EXCAVATION (CHANNEL)	207	CY	$14.00	$ 2,898.00
7	132-6003	EMBANKMENT (FINAL) (ORD COMP) (TY B)	13522	CY	$8.00	$ 108,176.00
8	160-WC02	FURNISHING AND PLACING TOPSOIL (4")	23232	SY	$1.70	$ 39,494.40
9	164-WC01	SEEDING FOR EROSION CONTROL	23232	SY	$0.70	$ 16,262.40
10	168-WC01	VEGETATIVE WATERING	2163	MG	$19.00	$ 41,097.00
11	247-6044	FL BS (CMP IN PLC) (TY A GR 4) (FNAL POS)	9408	CY	$35.00	$ 329,280.00
12	260-6001	LIME (HYDRATED LINE (DRY))	304	TON	$170.00	$ 51,680.00
13	260-6073	LIME TRT (SUBGRADE) (8")	16901	SY	$5.20	$ 87,885.20
14	310-6001	PRIME COAT (MULTI OPTION)	2386	GAL	$4.50	$ 10,737.00
15	316-6005	ASPH (TIER II)	2982	GAL	$5.20	$ 15,506.40
16	316-6191	AGGR (TY-D GR-4 SAC B)	81	CY	$180.00	$ 14,580.00
17	341-6008	D-GR HMA (SQ) TY-B PG 64-22	2188	TON	$95.00	$ 207,860.00
18	341-6029	D-GR HMA TY-C SAC-A PG 76-22	1386	TON	$100.00	$ 138,600.00
19	401-6001	FLOWABLE FILL	482	CY	$130.00	$ 62,660.00
20	402-6001	TRENCH EXCAVATION PROTECTION	2383	LF	$1.00	$ 2,383.00
21	432-6002	RIPRAP (CONC) (5 IN)	159.8	CY	$545.00	$ 87,091.00
22	432-6004	RIPRAP (CONC) (8 IN)	20	CY	$920.00	$ 18,400.00
23	432-6031	RIPRAP (STONE PROTECTION) (12 IN)	2197	CY	$138.00	$ 303,186.00
24	462-6011	CONC BOX CULV (6 FT X 4 FT)	201	LF	$475.00	$ 95,475.00
25	462-6029	CONC BOX CULV (10 FT X 5 FT)	855	LF	$955.00	$ 816,525.00
26	462-6032	CONC BOX CULV (10 FT X 8 FT)	60	LF	$1,350.00	$ 81,000.00
27	464-6003	RC PIPE (CL III)(18 IN)	596	LF	$60.00	$ 35,760.00
28	464-6005	RC PIPE (CL III)(24 IN)	348	LF	$79.00	$ 27,492.00
29	464-6007	RC PIPE (CL III)(30 IN)	766	LF	$97.00	$ 74,302.00
30	464-6008	RC PIPE (CL III)(36 IN)	276	LF	$135.00	$ 37,260.00
31	465-6002	MANH (COMPL) (PRM) (48 IN)	1	EA	$4,200.00	$ 4,200.00
32	465-6003	MANH (COMPL) (PRM) (60 IN)	3	EA	$4,600.00	$ 13,800.00
33	465-6166	SLOPING HEADWALL	1	EA	$45,000.00	$ 45,000.00
34	465-6180	INLET (COMPL) (CURB) (TY-2) (10')	8	EA	$3,700.00	$ 29,600.00
35	465-6181	INLET (COMPL) (CURB) (TY-2) (15')	2	EA	$5,300.00	$ 10,600.00
36	465-6216	INLET (COMPL) (CURB) (10') (SPECIAL)	4	EA	$2,300.00	$ 9,200.00
37	465-6217	INLET (COMPL) (CURB) (15') (SPECIAL)	1	EA	$3,000.00	$ 3,000.00
38	466-6142	WINGWALL (FW - 0) (HW = 10 FT)	1	EA	$50,000.00	$ 50,000.00
39	466-6168	WINGWALL (FW - S) (HW = 7 FT)	1	EA	$28,000.00	$ 28,000.00
40	466-6169	WINGWALL (FW - S) (HW = 8 FT)	2	EA	$35,000.00	$ 70,000.00
41	466-6171	WINGWALL (PW - 1) (HW = 10 FT)	1	EA	$58,000.00	$ 58,000.00
42	466-6182	WINGWALL (PW - 1) (HW = 7 FT)	1	EA	$34,000.00	$ 34,000.00
43	479-6004	ADJUSTING MANHOLES (SANITARY)	1	EA	$2,000.00	$ 2,000.00
44	500-6001	MOBILIZATION	1	LS	$400,000.00	$ 400,000.00
45	502-WC01	BARRICADES, SIGNS, AND TRAFFIC HANDLING	3	MO	$4,100.00	$ 12,300.00

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BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
46	506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	411	LF	$30.00	$ 12,330.00
47	506-6011	ROCK FILTER DAMS (REMOVE)	411	LF	$12.00	$ 4,932.00
48	506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	1	EA	$1,750.00	$ 1,750.00
49	506-6024	CONSTRUCTION EXITS (REMOVE)	500	SY	$2.00	$ 1,000.00
50	506-6038	TEMP SEDMT CONT FENCE (INSTALL)	4067	LF	$2.05	$ 8,337.35
51	506-6039	TEMP SEDMT CONT FENCE (REMOVE)	4067	LF	$0.90	$ 3,660.30
52	528-6003	COLORED TEXTURED CONC (8")	65	SY	$220.00	$ 14,300.00
53	529-6008	CONC CURB & GUTTER (TY II)	9146	LF	$14.00	$ 128,044.00
54	529-6030	CONC CURB & GUTTER (VALLEY GUTTER)	213	LF	$50.00	$ 10,650.00
55	530-6004	DRIVEWAYS (CONC)	1062	SY	$80.00	$ 84,960.00
56	531-6002	SIDEWALKS (CONC) (5")	4913	SY	$50.00	$ 245,650.00
57	531-6004	CURB RAMPS (TY 1)	6	EA	$1,100.00	$ 6,600.00
58	552-6001	WIRE FENCE (TY A)	425	LF	$8.00	$ 3,400.00
59	610-6104	IN RD IL (U / P) (TY 1) (150 W EQ) LED	4	EA	$5,300.00	$ 21,200.00
60	618-6053	CONDT (PVC) (SCH 80) (3")	459	LF	$29.00	$ 13,311.00
61	624-6009	GROUND BOX TY D 162922	2	EA	$2,000.00	$ 4,000.00
62	644-6060	IN SM RD SN SUP & AM TY TWT (1) WS (P)	3	EA	$1,200.00	$ 3,600.00
63	662-6063	WK ZN PAV MRK REMOV (W) 4" SLD	27	LF	$25.00	$ 675.00
64	666-6047	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	17874	LF	$0.75	$ 13,405.50
65	666-6048	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	1176	LF	$4.50	$ 5,292.00
66	666-6170	REFL PAV MRK TY II (W) 4" (SLD)	258	LF	$0.55	$ 141.90
67	666-6178	REFL PAV MRK TY II (W) 4" (BRK)	7691	LF	$0.55	$ 4,230.05
68	666-6184	REFL PAV MRK TY II (Y) (ARROW)	10	EA	$225.00	$ 2,250.00
69	666-6207	REFL PAV MRK TY II (Y) 4" (DBL-SLD)	102	LF	$0.55	$ 56.10
70	666-6315	RE PM W / RET REQ TY I (Y) 4" (SLD) (100MIL)	8720	LF	$0.75	$ 6,540.00
71	6001-6001	PORTABLE CHANGEABLE MESSAGE SIGN	45	DAY	$55.00	$ 2,475.00

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT						
72	999 WC01	CONTRACTOR FORCE ACCOUNT 1	50000	DOL	$1.00	$50,000.00
73	341 WC01	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY B)	29300	DOL	$1.00	$29,300.00
74	341 WC02	ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY C)	21000	DOL	$1.00	$21,000.00
75	585 WC01	CONTRACTOR FORCE ACCOUNT 2 QA/QC RIDE QUALITY PAY ADJUSTMENT (SCHED 3)	3600	DOL	$1.00	$3,600.00
		TOTAL FOR BASE BID				$4,410,511.10
		ALTERNATE 1 BID ITEMS - 16" WATERLINE				
76	CORR 001W	PIPE, C-900 DR 14 PVC, DIA. 8" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	40	LF	$51.00	$ 2,040.00
77	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	310	LF	$90.00	$ 27,900.00
78	CORR 003W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	376	LF	$102.00	$ 38,352.00
79	CORR 004W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 6" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	28	LF	$70.00	$ 1,960.00
80	CORR 005W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 16" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$76.00	$ 304,912.00
81	CORR 007W	ENCASEMENT PIPE 16" DIA., TYPE STEEL	140	LF	$60.00	$ 8,400.00
82	CORR 008W	JACKING OR BORING 30 IN. PIPE, CLASS STEEL	110	LF	$550.00	$ 60,500.00
83	CORR 010W	CONCRETE TRENCH CAP, 3.33 FT. WIDTH	270	LF	$30.00	$ 8,100.00
84	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4766	LF	$1.00	$ 4,766.00
85	CORR 013W	WET CONNECTIONS, 16" DIA. X 16" DIA.	1	EA	$2,800.00	$ 2,800.00
86	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	1	EA	$800.00	$ 800.00
87	CORR 015W	FIRE HYDRANTS	4	EA	$3,100.00	$ 12,400.00
88	CORR 016W	IRON BODY RESILIENT SEATED GATE VALVE, 16" DIAMETER	6	EA	$8,400.00	$ 50,400.00
89	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	2	EA	$2,700.00	$ 5,400.00
90	CORR 018W	IRON BODY RESILIENT SEATED GATE VALVE, 8" DIAMETER	4	EA	$1,500.00	$ 6,000.00
91	CORR 019W	IRON BODY RESILIENT SEATED GATE VALVE, 6" DIAMETER	4	EA	$1,100.00	$ 4,400.00
92	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$3,200.00	$ 6,400.00
93	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$3,300.00	$ 3,300.00
94	CORR 022W	PRESSURE REDUCING VALVE ASSEMBLIES (VAULT ONLY)	1	EA	$45,000.00	$ 45,000.00
95	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	2.35	TON	$14,000.00	$ 32,900.00
96	CORR 024W	TRANSITION COUPLING 16" HIGH-DENSITY POLYETHYLENE X 16" DUCTILE IRON PIPE	1	EA	$1,300.00	$ 1,300.00
		TOTAL FOR ALTERNATE 1				$ 628,030.00
		ALTERNATE 2 BID ITEMS - 12" WATERLINE				
76	CORR 002W	PIPE, DUCTILE IRON C-100 CLASS 200, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	686	LF	$93.00	$ 63,798.00
77	CORR 006W	PIPE, F714/C-906 DR11 HIGH-DENSITY POLYETHYLENE, DIA. 12" (ALL DEPTHS), INCLUDING EXCAVATION AND BACKFILL	4012	LF	$56.00	$ 224,672.00

Williamson County Road Bond Program
1603-064 Arterial H Extension
HNTB Bid Tabulation
April 27, 2016

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Smith Contracting	
					UNIT COST	AMOUNT BID
78	CORR 009W	JACKING OR BORING 24 IN. PIPE, CLASS STEEL	110	LF	$520.00	$ 57,200.00
79	CORR 011W	CONCRETE TRENCH CAP, 3.0 FT. WIDTH	270	LF	$30.00	$ 8,100.00
80	CORR 012W	TRENCH SAFETY SYSTEMS (ALL DEPTHS)	4698	LF	$1.00	$ 4,698.00
81	CORR 014W	WET CONNECTIONS, 12" DIA. X 12" DIA.	2	EA	$1,300.00	$ 2,600.00
82	CORR 017W	IRON BODY RESILIENT SEATED GATE VALVE, 12" DIAMETER	8	EA	$3,200.00	$ 25,600.00
83	CORR 020W	AUTOMATIC COMBINATION AIR VACUUM RELEASE VALVE ASSEMBLY, 2" DIAMETER	2	EA	$3,100.00	$ 6,200.00
84	CORR 021W	DRAIN VALVE ASSEMBLIES	1	EA	$2,900.00	$ 2,900.00
85	CORR 023W	DUCTILE IRON FITTINGS 4 INCH THROUGH 24 INCH	1.26	TON	$7,800.00	$ 9,828.00
86	CORR 025W	TRANSITION COUPLING 12" HIGH-DENSITY POLYETHYLENE X 12" DUCTILE IRON PIPE	1	EA	$600.00	$ 600.00
TOTAL FOR ALTERNATE 2						$406,196.00

TOTAL BASE COST ADJUSTED FOR CORRECTNESS	**$4,410,511.10**
TOTAL BASE COST PLUS ALTERNATE #1	**$5,038,541.10**
TOTAL BASE COST PLUS ALTERNATE #2	**$4,816,707.10**
ACTUAL BID PROPOSAL	$4,410,511.10
ACTUAL BID PROPOSAL PLUS ALTERNATE #1	$5,038,541.10
ACTUAL BID PROPOSAL PLUS ALTERNATE #2	$4,816,707.10
ADJUSTMENT DIFFERENCE	$0.00

Bid Bond	Yes
Bid Affidavit	Yes
Conflict of Interest Questionnaire	Yes
Disclosure of Lobbying Activities	Yes
Bidder References (Minimum of Three)	Yes

Commissioners Court - Regular Session **37.**

Meeting Date: 05/10/2016

Approve Service Contract with SHI, Inc. per DIR contract DIR-SDD-2188 for Williamson County IT Department

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 approving service contract and purchase for services regarding 2015 Annual HIPPA Security Risk Assessment Findings between SHI, Inc. and Williamson County Information Technology per DIR contract DIR SDD 2188 for the total purchase amount of $28,480.00.

Background

The total purchase amount is $28,480.00. The SHI statement of work is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Statement of Work

1295 form- SHI

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2016 02:57 PM
Form Started By: Jewel Walker		Started On: 05/02/2016 10:27 AM
Final Approval Date: 05/03/2016		

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SERVICES CONTRACT
DIR-SDD-2188
(SHI International Corp
Recommended Implementation Plan
for Information Technology
Services Department Regarding
2015 Annual HIPAA Security Risk
Assessment Findings)

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and SHI International Corp, (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

II.

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

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance With All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. The amount of compensation paid to Service Provider shall be capped and paid at **$28,480.00** for the specific project.

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

VI.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the attached Statement of Work, dated April 14, 2016, which is marked Exhibit "A" and incorporated herein as if copied in full.

VII.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if

copied in full) into this Contract include the following:

1) Service Provider's Statement of Work, dated April 14, 2016, which is marked Exhibit "A"; and

2) Applicable terms and conditions pursuant to DIR-SDD-2188.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific

project and shall terminate upon project completion or when terminated pursuant to paragraph X above.

XIII.

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

XIV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider thirty (30) days advance written notice of intended audits and such audits shall be limited to once annually.

XV.

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

WITNESS the signatures of all parties in duplicate originals this the _____day of_____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature
Cassie Skelton
Sr. Contracts Specialist

Security Governance Program Remediation Activities

STATEMENT OF WORK

4/14/2016

Prepared for

Williamson County

Presented By
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(Revision v1.2)

shi Professional Services

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1. EXECUTIVE SUMMARY

Williamson County ("Customer") has engaged SHI Security Solutions to review and design an overall Security Governance and Risk Management Program as identified during the 2015 Annual HIPAA Security Risk Assessment.

The specific goals and objectives for this project are as follows::

- Review current state 2015 Annual HIPAA Security Risk Assessment Findings and Recommendations
- Create and present strategic roadmap based on Williamson County priorities
- Document Framework for overall Security and Risk Management Program
- Create recommended implementation plan and schedule for recommended remediations

Resolution tasks will be executed while both onsite to the Williamson County primary office and remotely (where appropriate). Implementation of individual remediations will be addressed through separate Statement of Works (SOWs) as requested by Williamson County Stakeholders.

2. PROJECT DELIVERY METHODOLOGY

SHI uses the Scope, Assess, Recommend and Remediate model as a standard for all Governance Program remediation projects. This model is an industry accepted best practice that allows for the optimal system configurations and usage of appropriate tools/functionality.

The phases of the model are described in detail as follows:

1. **Scope –>** In this phase, the customer requirements are understood and a scope for the Governance Program remediation projects is developed. A review of the scope is conducted with and approved by the Williamson County Team prior to start of the actual assessment.

2. **Assess –>** The current status of 2014 Annual HIPAA Assessment Findings and Recommendations is reviewed. The results of the review is documented as a deliverable for the project.

3. **Recommend –>** The results from the review (sorted by criticality) are presented to the Williamson County Team as so recommendations can be prioritized.

4. **Remediate –>** This is the primary deliverable for the project. SHI will work with the Williamson County to create a framework for the Security and Risk Management program, along with a strategic roadmap and framework for overall Security and Risk Management Program.

If the customer requires assistance with implementation of the recommendations provided from this engagement, SHI will be happy to quote and provide additional services for the remediation phase at the request of the customer. Such services require execution of a separate Statement of Work and are not included within the scope of the Governance Program remediation project.

3. PROJECT MANAGEMENT

A resource will be provided by SHI to work with the Customer to see the entire project through to completion. This resource will be the first call for support of any kind at any time during the project. SHI Project Management covers items such as, but not limited to:

- Project Management conducts a kick off meeting to ensure all project deliverables are outlined and sets proper project expectations.
- Project Management ensures project timelines, dependencies, budgets and closure are met within the project lifecycle.
- Project Management holds regular status meetings with SHI's Consulting team to identify proactively any issues that may arise in order to mitigate risk.
- Project Management holds regular status meetings with the client to review project status, open action items, and upcoming tasks.
- Project Management issues regular status reports to the management of all companies involved in the project.
- Project Management facilitates any necessary change orders and administrative tasks as necessary.

Development of this particular project plan requires interactions with Williamson County staff in the following areas:

- Synchronization of timelines and dependencies between SHI and the Williamson County Information Technology Team

4. SUMMARY OF CUSTOMER ENVIRONMENT

The Williamson County enterprise environment is comprised of end users and IT assets residing in both a primary office location located in and around 1821 Southeast Inner Loop Georgetown, TX 78626.

5. SCOPE OF SERVICES OVERVIEW

SHI, through its employees or other agents, shall provide to Williamson County the services described as follows:

PHASE 1: SCOPE

- Review key goals, success criteria, roles and responsibilities.
- Provide a pre-project checklist
- Identify and document what aspects of the Williamson County environment are in scope to the Governance Program remediation project
- Provide a project plan and timeline for proposed start and finish of the Governance Program remediation project, including key milestones

PHASE 2: ASSESS

- Review current state of 2015 Annual HIPAA Security Risk Assessment Findings and Recommendations
- Create Strategic Roadmap based on Williamson County priorities

PHASE 3: RECOMMEND

- Present strategic roadmap based on Williamson County priorities
- Document framework for overall Security and Risk Management Program
- Create recommended implementation plan and schedule for recommended remediations

PHASE 4: REMEDIATE

- Implementation of individual remediations will be addressed through separate Statement of Works (SOWs) as requested by Williamson County Stakeholders.

6. PROJECT IMPLEMENTATION TASKS

The tasks listed here represent the major tasks that will be performed as part of this project and can be driven from the Work Breakdown Schedule (WBS). Each individual sub-heading has many tasks; these are only the high level tasks or outline of the work to be performed. Actual tasks will be documented in the project plan, tracked, and noted in status documents.

Phase	Major Tasks
Project Start	Initial Project plan development
	Internal Planning sessions
	Kick-off meeting
Scope	Review key goals, success criteria, roles and responsibilities.
	Provide a pre-project checklist
	Identify and document what aspects of the Williamson County environment are in scope to the Governance Program remediation project
	Provide a project plan and timeline for proposed start and finish of the Governance Program remediation project, including key milestones
Assess	Review current state of 2015 Annual HIPAA Assessment Findings and Recommendations
Recommend	Create and Review Strategic Roadmap Findings and Recommendations with Williamson County Stakeholders
	Document framework for overall Security and Risk Management Program
	Create implementation plan and schedule for recommended remediations
Remediate	Implementation of individual remediations will be addressed through separate Statement of Works (SOWs) as requested by Williamson County Stakeholders.
Project Close	**Documentation**
	Finalize documentation
	Close meeting
	Archive
	Create final project documentation

7. DOCUMENT DELIVERABLES

The following documentation will be delivered in this project. Management of this documentation will be as follows:

1. The SHI team will create the document
2. The SHI project manager will institute revision control on the document
3. Document will be sent to the Customer for review. Unless agreed upon previously, feedback from the Customer will be required within five business days. If feedback is not received within that timeframe, the document will be considered "accepted" by the Customer
4. Williamson County reviews and either approves it, or returns to the SHI PM with changes indicated
5. SHI team makes any necessary changes
6. SHI PM delivers final version of document to Williamson County. This version, if required, will be used in subsequent steps in the project

1. PROJECT PLANNING

Project plan in Microsoft Project format containing the following information:

a. Tasks with predecessor relationships
b. Planned start date
c. Estimated duration
d. Estimated amount of work
e. Task ownership (resources)
f. Gantt Chart

2. REMEDIATION DOCUMENTS

The Risk Management and Security Program Project will include remediation documentation in Microsoft Visio and Word for the following areas:

a. Strategic Roadmap Findings and Recommendations
b. Framework for overall Security and Risk Management Program
c. Create recommended implementation plan and schedule for recommended remediations

Note: This project and Scope of Work consists only of the services and deliverables listed above. Should other services or deliverables be requested or deemed necessary, a mutually agreed change order must be executed prior to the initiation of work effort being performed (see Change Control section for further detail).

8. SUCCESS CRITERIA

The Risk Management and Security Program improvements project will be considered successfully executed after:

1. All remediation documentation has been submitted to Williamson County Stakeholders

The project milestones and success criteria for each milestone are as follows:

1. **Scope Complete**
    a. Final project plan is provided to the Customer
2. **Assess Complete**
    a. SHI finalizes Strategic Roadmap based on Williamson County priorities
3. **Recommend Complete**
    a. Customer reviews Strategic Roadmap and identifies approval of direction in writing to SHI PM
4. **Remediate Complete**
    a. Customer reviews all executed remediations, approving them in writing to SHI PM
5. **Project Close**
    a. Customer agrees there are no outstanding action items or tasks
    b. Customer agrees all documentation has been received
    c. Customer Project Sponsor signs the Project Close form indicating all project objectives were accomplished

9. PROJECT DURATION

The estimated project duration is ***three (3) weeks.*** SHI will work with Williamson County to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to Williamson County resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

** Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

10. RESOURCES AND SKILLS

SHI will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Involvement
Sponsor/Project Manager	Provide a single point of contact for project-related issues	Part Time
IT Resource(s)	Sr. Security Solution Architect Security Consultant	Full Time

11. ASSUMPTIONS

The program and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that Williamson County perform a full working backup of their data prior to the commencement of services.

2. Please note that the time designated for knowledge transfer is throughout the project. Williamson County is responsible for providing a resource dedicated to this project and the extent of the knowledge transfer is dependent upon the availability of this resource.

3. Minimum lead time for scheduling is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between SHI and Williamson County; whichever date is later. Should you require more aggressive scheduling, please contact SHI to determine availability.

4. SHI will not develop applications as a part of this Statement of Work.

5. Williamson County will provide the necessary hardware to complete the project.

6. All documentation will be delivered within twenty-one (21) business days after the completion of the onsite portion of this SOW.

7. SHI is not responsible for delays caused by failures; including but not exclusive to systems, personnel or environmental causes or in receiving data from Williamson County.

8. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the project.

9. Williamson County will make the necessary administrative usernames and passwords available to the SHI consultants.

10. Williamson County will provide detailed and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.

11. Williamson County will provide the necessary workspace and network access to provide the above services.

12. Williamson County will provide access to building(s) and room(s) as necessary to complete the services described above.

13. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Williamson County. All wiring, hardware, and software required to perform the above services are in working order.

14. Williamson County will provide a technical point of contact during the time of this project.

15. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.

16. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

17. Full implementation any remediation explicitly falls out of scope of the project. SHI will provide, however, a separate statement of such work as requested by Williamson County.

18. Both Williamson County and SHI agree that previously executed HIPAA Security Risk Assessment does not reflect a conflict of interest which would impact the successful execution of the proposed Governance Program Remediations

12. LOCATIONS

The location/s of services to be provided and billing contact:

CONTACT INFORMATION
Company Name: Williamson County
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626
Contact Name and Title: Alison Gleeson
Contact Phone Number and E-mail address: agleason@wilco.org 512-943-1680

WORK LOCATION
Street Address: 1821 Southeast Inner Loop
City, State, Zip Code: Georgetown, TX 78626

13. CUSTOMER RESPONSIBILITIES

Both Williamson County and SHI are responsible for the successful execution of this Project. Williamson County agrees to the following assigned responsibilities:

- Prior to the start of this SOW, Williamson County will indicate to SHI in writing a person to be the point of contact. All Project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for Williamson County in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between Williamson County and SHI is made through the SHI Project Manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- The Customer Contact will ensure that SHI Project personnel have reasonable and safe access to the Project site and adequate office space, if required.
- The Customer Contact will help resolve Project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this Project ("Technical Contacts"). SHI may request that meetings be scheduled with Technical Contacts.
- Williamson County will inform SHI of all access issues and security measures, and provide access to all necessary hardware and facilities as required.
- Williamson County will provide, at no expense to SHI: computer hardware, software, and access to the Customer network as required to complete the work described in this Statement of Work.
- Williamson County is responsible for providing all telecommunications equipment, and related infrastructure as required for the successful completion of this Project.
- Williamson County agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.

Williamson County will provide individual resources outlined below to be participants for this project effort. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate:

Resource	Role	Involvement
Sponsor/Project Manager	Provide a single point of contact for project-related issues	Part-time
IT Resource(s)	Network system administrator Server administrator Security administrator	Part-time
Subject Matter Experts	Business unit SME(s)	Part-time

14. CHANGE CONTROL PROCESS

The "Change Control Process" is that process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined by the Project Manager identified on the signature page to the Agreement and will be included in the baseline Project plan if mutually accepted by the Customer and SHI Project Managers.

Under the Change Control Process, a written "Change Request" (attached as Appendix A) will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

SHI and Williamson County will review the change request. All parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price. Furthermore, any such changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.

15. SOW REVIEW PROCESS

Upon receipt of a signed SOW and Purchase Order, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with SHI and Williamson County's Team.

In the kickoff meeting, the contents of the SOW will be reviewed. This is an opportunity for Williamson County's team who will be involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the project kick-off meeting, minutes of the Kick-off meeting will be created based on the meeting discussion and distributed to Williamson County. Any changes to the project scope will be documented in these minutes. If Change Orders are necessary due to scope changes, that process would be initiated after the Kick-off meeting.

16. PRICE AND PAYMENT SCHEDULE

SHI proposes to deliver the services described here for a fixed price for the fees set forth below:

Program Component	Fee
Security Governance Program Remediation Activities	$28,480

This price quote is valid for 60 days from 4/14/2016.

Any additional work that is required outside the scope of this SOW requires written approval by Williamson County and SHI as described in the Change Control Process detailed in this document and will be billed at a rate mutually agreed upon by SHI and Williamson County.

1. PAYMENT SCHEDULE

The following table describes the project milestones. When these are completed and approved by Williamson County, SHI will invoice the specified amount.

Project Milestones		%	Fee
Project Close		100	$28,480
	Total:	**100**	$28,480

2. TRAVEL EXPENSES

All associated travel expenses for this project have been included within the above fixed price services.

3. BILLING TERMS

SHI will request the approval of Williamson County when a milestone (see Payment Schedule above) has been completed. Upon receipt of Williamson County's approval, SHI will invoice Williamson County for the milestone. All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order

4. STATE OF TEXAS CO-OP PURCHASING PROGRAM

SHI participates within the Texas Procurement and Support Services Cooperative Purchasing Program (State of Texas CO-OP) through contract DIR-SDD-2188.

17. TERMS & CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the SHI services agreement between Williamson County and SHI, or, if Williamson County and SHI have not executed a service agreement, the terms of the Master Service Agreement shown in SHI MSA - Terms and Conditions incorporated herein by reference (in either case, the "Terms and Conditions".) This agreement shall be considered an "SOW" for purposes of the Terms and Conditions.

18. SOW ACCEPTANCE

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

Williamson County		**SHI International Corp.**	
Name		**Name**	Randy Gein
Title		**Title**	Field Solutions Mgr
Signature		**Signature**	
Date		**Date**	4-27-16

19. CONFIDENTIAL

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Williamson County's organization. If a contract is awarded to SHI as a result of or in connection with the submission of this document, Williamson County shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Williamson County and SHI. This restriction does not limit Williamson County right to use information contained in this document if it is obtained from another source without restriction.

20. APPENDIX A – CHANGE REQUEST FORM

CHANGE REQUEST FORM

Project Name:	Security Governance Program Remediation Activities
Customer Name:	Williamson County
Change Request Number:	
Date:	
Submitted by:	
Change Evaluator:	

CHANGE REQUEST DESCRIPTION

IMPACT OF CHANGE

PRICE

SIGNATURES

Status: Accepted/Rejected		**Reason:**	
Williamson County Approval:		**Date:**	
SHI Project Manager Approval:		**Date:**	

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
CERTIFICATION OF FILING

Certificate Number:
2016-47079

Date Filed:
04/28/2016

Date Acknowledged:

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

SHI International Corp
Somerset, NJ United States

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

County of Williamson

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

DIR-SDD-2188
Recommended Implementation Plan for Information Technology

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. [X]

6 AFFIDAVIT

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

MARC A. POOLE
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2408905
My Commission Expires 5/25/2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Sr. Contract Specialist, this the 28 day of April, 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

Marc A Poole RFP Specialist

Commissioners Court - Regular Session **38.**

Meeting Date: 05/10/2016

Approve Purchase of Horse Stalls for Williamson County Parks per TIPS contract 02112014

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 approving purchase of horse stalls for Williamson County Expo per TIPS contract 2112014 between Williamson County Parks and Priefert Ranch Equipment for the total purchase amount of $107,980.00.

Background

Per the quote submitted by Priefert Ranch Equipment to Williamson County Parks, the total purchase price is $107,980.00, per the TIPS contract 2112014.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Priefert Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Jewel Walker		Started On: 05/04/2016 02:51 PM
Final Approval Date: 05/05/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

STANDARD CONTRACT
FOR EQUIPMENT
(EXPO CENTER HORSE STALLS)
(TIPS CO-OP # 2112014 – Priefert Mfg Co Inc)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Priefert Mfg Co Inc** (hereinafter "Vendor"). The County agrees to engage Vendor as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with The County, nor shall Vendor hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Vendor shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided. Vendor agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss,

injury, damages, action, or liability of any kind against The County resulting from any services Vendor perform on behalf of The County.

II.

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

III.

No Assignment: Vendor may not assign this contract.

IV.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Vendor will be compensated based on the attached Fee Proposal, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $107,980.00, unless amended by a change order and approved by the Williamson County Commissioners Court.**

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

VI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty

(30) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VII.

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

1. **As described in the attached Proposal, which is marked as Exhibit "A" and incorporated herein as if copied in full; and**

2. **TIPS CO-OP RFP, Response, and Contract # 2112014, incorporated herein as if copied in full.**

Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

VIII.

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

IX.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph VI above.

X.

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

XI.

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

XII.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

VENDOR:

Alan Swarts
Authorized Signature

Product Delivery Date not less than 60 Days from Receipt Date of Purchase Order.

Alan Swarts

Priefert®
Ranch Equipment

Quotation

2630 South Jefferson Ave • Mount Pleasant, TX 75455
Phone - 903-572-1741 • Fax - 903-572-2798

Number .....: QT-077119-3

A-0061990
Sold To: Williamson County (TX)
219 PERRY MAYFIELD
Leander, TX 78641
US

Ship To: Williamson County Exposition Center
Carlos G Parker Boulevard NW
Taylor, TX 76574
US
Phone: 512-943-1944

Date .....: 4/27/2016
Page .....: 1 of 1
Sales order .....:
PO Number.....: Stall Order
Your ref.....: Tips-2112014
Our ref. .....: 04989
Quotation deadline .....: 5/18/2016
Payment .....: Net 30 Days
FOB .....: FOB Dest
Ship Via .....: TL
Total Weight .....: 57,253.90
Misc.Charges.....: 1,600.00

A-0061990
Bill to:: Williamson County (TX)
219 PERRY MAYFIELD
Leander, TX 78641
US

Item Number	Description	Quantity	Unit	Price	Unit	Weight	Amount
Quoted for Septmeber Delivery.							
EFH10PI.25BK/BK	EXPO STALL FRONT HORIZONTAL RAIL 10' POLY (1/4") INSTALLED	100.00	Pc	450.00	Pc	21,500.00	45,000.00
EPH10PI.25BK/BK	EXPO STALL PANEL HORIZONTAL 10' POLY (1/4") INSTALLED	166.00	Pc	369.00	Pc	35,690.00	61,254.00
ESP32.4BK	EXPO STARTER POST 3-WAY 2-3/8" OD 2014 EXPO STALL	6.00	Pc	21.00	Pc	63.90	126.00

All prices shown in USD.

Sub total:	106,380.00
Freight:	1,600.00
Tax:	0.00
Total:	107,980.00

Commissioners Court - Regular Session **39.**

Meeting Date: 05/10/2016

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Charlie Crossfield		Started On: 05/05/2016 09:49 AM
Final Approval Date: 05/05/2016		

Commissioners Court - Regular Session **40.**

Meeting Date: 05/10/2016

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: SW Bypass

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: Arterial H.

l) Discuss the acquisition of real property for County Facilities.

m) Discuss the acquisition of real property for the Williamson County Expo Center.

n) Discuss the acquisition of Easement interests on CR 240.

o) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

p) Discuss the acquisition of real property from Taylor ISD and WILCO Park Foundation for the East Wilco Park Access Road.

q) Discuss the acquisition of real property from the Andice Cemetery.

r) Discuss the acquisition of easements on the Forest North project.

s) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

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 the proposed sale of portion of county property on Inner Loop opposite Maintenance Building.

c) Discuss possible sale of 183 A excess right of way

d) Discuss proposed sale of real estate of Blue Springs Blvd

e) Discuss abandonment of CR359.

f) 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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/05/2016 10:00 AM
Form Started By: Charlie Crossfield		Started On: 05/05/2016 09:48 AM
Final Approval Date: 05/05/2016		