NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JULY 12TH, 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 – 16)

5. Discuss, consider, and take appropriate action on a line item transfer for the County Treasurer's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges and Supplies	7,500.00
To	0100.0497.003006	Office Equipment > $5,000	7,500.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004500	Maintenance Services	$6,000.00
To	0100.0570.004705	Pre-Employment Screenings	$6,000.00

7. Discuss, consider and take appropriate action on a line item transfer for County Court at Law #2.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$5,608.20
To	0100-0427-004010	CCL2/Visiting Judge	$5,608.20

8. Discuss, consider and take appropriate action on a line transfer for Road and Bridge Division.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$5,600.00
To	0200-0210-004231	Travel	$5,600.00
From	0200-0210-005711	Heavy Equipment > $5,000	$215,000.00
To	0200-0210-005700	Vehicles >$5,000	$215,000.00

9. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$58,000
To	0100-0454-004190	JP4/Autopsy	$41,000
To	0100-0454-004192	JP4/Autopsy Transport	$15,000
To	0100-0454-004002	JP4/Jurors	$2000

10. Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from merit pool monies to various departments approved by the Budget Office from April 2016 - June 2016.

11. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (8) Chairs, (3) Desks, (6) Desktop computers, (11) Keyboard/mouse sets, (6) Monitors, (9) Phones, (2) Battery Module, (1) Brother IntelliFAX 2800, (1) Laptop, (6) AC/DC adapter, (1) Dell floppy drive module, (2) Wireless optical receivers, (3) Docking Station, (2) Power supplies, (1) Power cord, (1) Safe, (1) Typewriter, (1) Table with folding sides, (1) Shredder, (1) Microwave table, (1) MIC, (1) File cabinet, (1) Cordless phone headset, (6) Computer speakers, Box of misc. USB cables, (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

12. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including, (1) Corner Desk, (1) Metal Shelving unit and (4) Dell Latitude E6530 laptops (complete list attached) pursuant to Tx. Local Gov't Code 263.152.

13. Discuss, consider, and take appropriate action on approval of the final plat for the Clearwater Ranch Phase 2 subdivision - Pct 2.

14. Discuss, consider and take appropriate action on approval of the final plat for the Florence Ranchettes subdivision - Pct 3.

15. Discuss, consider, and take appropriate action on approval of the preliminary plat for the LR Williams Business Park subdivision - Pct 3.

16. Discuss, consider, and take appropriate action on an Application to Employ Personnel for County Court at Law #2.

REGULAR AGENDA

17. Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

18. Discuss, consider, and take appropriate action on acknowledging Williamson County Emergency Communications as the recipient of the 2016 Texas Quality Foundation Pioneer Level Award

19. Discuss, consider, and take appropriate action on the recognition of the Williamson County Amateur Radio Emergency Services.

20. Discuss, consider, and take appropriate action in the issuance of a county burn ban. .

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

22. Receive and acknowledge the July 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

23. Discuss, consider, and take appropriate action regarding Change Order No. 19 in the amount of -$218,631.52 for IH 35 Northbound Frontage Road, a Pass-Through Financing Project in Commissioner Pct. 3.

24. Discuss, consider, and take appropriate action on a Contract Amendment No. 2 for Engineering Services for SH 29 @ D.B. Wood Road project between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program.

25. Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 13 from Flintco LLC in the amount of #33,593.00.

26. Discuss, consider, and take appropriate action on the transfer of 2006 GO Park Bond funds in the total amount of $942,427.99 to the Expo Center Project (P418) per the attached list.

27. Discuss, consider, and take appropriate action on the allocation of 2013 Park Bond funds for the second bond issuance in the total amount of $20,000,000.00 per the attached list.

28. Discuss, consider, and take appropriate action on a temporary construction easement at Champion Park between Waterstone Development Co. and Williamson County.

29. Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.555 acres) required for the construction of CR 110 South, and take appropriate action. (Mustang Storage- Parcel 26S)

30. Discuss, consider and take appropriate action on 4- Quitclaim Deeds calling for the abandonment of portions of CR 202 to adjacent landowners. (Aric Samuelson, Collins Partners, LTD., Michael and Karen Collins and Lisa A. Cousins 2015 Trust)

31. Discuss and take appropriate action on a Real Estate Contract with Siena North Devco Inc. for ROW needed on CR 110. (PARCELS 4/13/20/43/2M)

32. Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name CR 457 to Hardi Rd. PCT 4

33. Discuss, consider, and take appropriate action on setting a date for a public hearing to change the name of a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4

34. Discuss, consider and take appropriate action on appointment of Bonnie Tipton Wilson to the Williamson County Historical Commission effectively immediately to serve the remainder of a two-year term ending in January 2017.

35. Discuss, consider and take appropriate action on a defunding modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement relating the T. Don Hutto Residential Facility.

36. Discuss and consider approving a request from Justice of the Peace Pct. One to increase one (1) of our cash drawers from $100.00 to $200.00 and increase our Jury Fund from $800.00 to $1,000.00 with a total of $300.00 dollars.

37. Discuss, consider and take appropriate action to authorize County Judge to execute the First Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

38. Discuss, consider and take appropriate action regarding request of Technology Services Department to pay non-exempt staff for overtime in the total amount not to exceed $2,000 for work performed during the network upgrade project in the Justice Center between 8/5/2016 - 8/12/2016 in lieu of giving compensatory time.

39. Discuss, consider and take appropriate action on authorizing the County Judge to execute the Proposal and Contract for Immunization Services authorizing the Williamson County and Cities Health District to provide Influenza Vaccines to Williamson County Employees and covered Dependents.

40. Discuss, consider and take appropriate action on approving the revised Employee Policy Manual.

41. Discuss, consider and take appropriate action on approving public services funding agreements for FY'17.

42. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL027C Damage Roads

43. Discuss, consider, and take appropriate action on the acceptance of FEMA DR-4223 disaster recovery grant funding. Project Title: WIL028C Damage Roads

44. Discuss, consider approval and take appropriate action regarding reimbursement of attorney's fees and costs incurred and paid through November 16, 2015 by County Judge Gattis to Martha Dickie of Almanza, Blackburrn & Dickie, LLP in defense of County Judge Gattis in his individual capacity in the suit Lloyd v. Birkman et al, Civil Action No. 1:13-cv-505, In The United States District Court For the Western District of Texas – Austin Division.

45. Discuss 2016/2017 Budget.

46. Discuss, consider, and take appropriate action on FY17 capital needs.

47. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB # 1606-099, Printing Services for Williamson County.

48. Discuss, consider and take appropriate action on the renewal of Billing Services, Proposal #13RFP00101, for the same pricing, terms and conditions as the existing Contract for the term of November 17, 2016 - November 16, 2017, with DM Medical Billings, LLC.

49. Discuss, consider and take appropriate action on authorizing the renewal of ATM Services, Proposal #14RFP00211, for the same pricing, terms and conditions as the existing Contract for the term ending September 30, 2016, with Preferred ATM Services, LLC.

50. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Lease 227 Acres Agricultural Land at Blackland Heritage County Park, Bid 1606-098.

51. Discuss, consider, and take appropriate action on approving contract between Cellco Partnership dba Verizon Wireless and Williamson County Parks for wireless services and products per DIR Contract DIR TSO 3415.

52. Discuss, consider and take appropriate action on authorizing the renewal of Miniature Train Operation, Bid #04WCP4206, for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2016 - September 30,2021, with Texas Bells & Whistles.

53. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Milling and Overlay Ronald Reagan Blvd, Bid # 1607-101.

54. Discuss, consider, and take appropriate action on approving the service contract between MTech and Williamson County Facilities for HVAC unit installation at Juvenile Justice Center per TXMAS contract, TXMAS 15 03FAC01, not to exceed the amount of $100,500.00.

55. Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive qualifications for RFQ 1606-090 Architectural and Engineering Design Justice Center Renovations for Williamson County Facilities.

56. Discuss, consider and take appropriate action on authorizing the change order on the Consulting Services Contract with Darrell W. Eichman d/b/a Eichman Software Consultants, to increase the pricing of this contract by $14,500, which may not exceed, activating the Optional Phase IV - Project Management and Implementation Services.

57. Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County Jail, Bid # 1604-071 to the lowest and best bidders as noted on the award recommendation.

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)."

58. 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
f) Project Fiji
g) Leander Medical Center
h) Leander/Reagan TIRZ

59. 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 111
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: Inner Loop.
l) Discuss the acquisition of real property for County Facilities.
m) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
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 for Bill Pickett Trail.
q) Discuss the acquisition of real property: Arterial H
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.
t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.

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.

60. 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) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
l) 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
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Claims of Texas Association for Children and Families
o) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
p) Legislative changes to firearms laws and possession of firearms on county property
q) Law relating requests for the closure, abandonment or vacation of Robles Roja and Oak Branch Roads in the Shady Oaks Subdivision.
r) 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
s) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
t) Notice of claim and demand of Morgan Lee Roach.
u) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
v) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
w) Labor and employment law review of Employee Policy Manual provisions and amendments.
x) Berry Springs Park and Preserve pipeline
z) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
aa) Discuss requirements related to health benefit plan.
bb) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
cc) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
dd) Discuss damage claim from Southwest Milam Water Supply Corporation.

61. 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).

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

REGULAR AGENDA (continued)

63. Discuss and take appropriate action concerning economic development.

64. Discuss and take appropriate action concerning real estate.

65. 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;
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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) 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
l) 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
m) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
n) Claims of Texas Association for Children and Families
o) Civil Action; American Stewards of Liberty, et al. v. Sally Jewell, et al., In the Western District Court, Western District of Texas, Austin Division
p) 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.
q) 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
r) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
s) Notice of claim and demand of Morgan Lee Roach.
t) Fiscal agent services for the Capital Area Metropolitan Planning Organization (CAMPO).
u) Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project
v) Berry Springs Park and Preserve pipeline
w) 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).
x) Discuss requirements related to health benefit plan.
y) Case No. 1:16-cv-00505-LY, Saturn v. Barnett et al, In The United States District Court For The Western District of Texas-Austin Division
z) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
aa) Discuss, consider, and take appropriate action regarding damage claim from Southwest Milam Water Supply Corporation.

66. 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.

67. Discuss, consider and take appropriate action on Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project.

68. 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: 07/12/2016

Line Item Transfer

Submitted For: Jerri Jones **Submitted By:** Jerri Jones, County Treasurer

Department: County Treasurer

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the County Treasurer's Office.

Background

The Treasurer's Office has an older model currency counter and is in need of upgrading. Cummins Allison Model ifx 121JETSCAN is state of the art with upgraded counterfeit detection and the ability to count cash and scan checks using the same machine. It will print to a regular printer and provide the ability to save images of checks deposited at no additional cost. Wells Fargo charges for each check image saved. The ifx 121 JETSCAN will replace our current (and aging) currency counter, printer, and remote desktop scanner. Annual maintenance is slightly higher at $490 compared to $387 due to two inspections per year vice one. There is no other equipment on the market which will scan both checks and cash. A proposed pricing sheet is attached for the JETSCAN and for the annual maintenance.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0497.004219	Bank Charges and Supplies	7,500.00
To	0100.0497.003006	Office Equipment > $5,000	7,500.00

Attachments

ifx 121 JetScan

ifx Maint

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:10 PM
Budget Office	Ashlie Koenig	07/06/2016 03:20 PM
Form Started By: Jerri Jones		Started On: 06/28/2016 04:40 PM
Final Approval Date: 07/06/2016		

CUMMINS ALLISON

SOE

852 Feehanville Dr. ♦ Mt. Prospect, Il 60056
Phone: 847.299.9550 ♦ Fax: 847.299.3199
Note: Terms page must be initialed & returned with signed order.

CA Order No.	Reference No.
	PE880716001
Customer No.	Date
	7/1/2016

Ship To ID: _____ * _____

Williamson County Treasurer
710 Main street #105
Georgetown ST. TX Zip 78626
Attn: Jerri Jones
Phone: (512) 943-1540

Bill To #: _____

710 Main street #105
Georgetown St. TX Zip 78626
Attn: Jerri Jones
Phone: (512) 943-1540
Fax: _____

☑Factory Order ☐Field Sale	Ship To: ☑Branch ☐Cust ☐Special		County: Travis	PO Number:
Ship Method: least expensive	Ship Condition: ☐P/P Add (PPA) ☐N/C ☐P/P Absorb (ABS) ☐Collect (Col)		Services Needed: ☐Liftgate Reqd (no dock) ☐Appointment Reqd ☐None ☐Inside Delivery ☐Spec. Needs (see notes below)	
Tax Exempt ☑# Williamson Co	☐National Acct	☑Govt. Cust.	Invoicing Option ☑Detail ☐Summary	GSA No. / NAICS
Sell Branch # 1588 Name: San Antonio	Sales Rep 274 Name: Enyart, P		Sales Rep 2 # Name:	Service Branch No. 1688
Install Br # Name:	Sales Rep 3 # Name:		Sales Rep 4 # Name:	Finder Fee #
O.R. Br # Name:	Sales Rep 5 # Name:		Sales Rep 6 # Name:	Amount

Part Number	Description	Serial #	Quantity	Requested Ship Date	CA Direct Price	Discount	Net Price	Contract Y
480-9214-00	iFX 121		1	asap	3095.00		3095.00	y
008-0302-00	Deposit Balance Manager		1	asap	1195.00		1195.00	
008-0300-01	DVD ROM for DBM		1	asap	0.00			
008-0303-16	CAR/LAR, 50,000 images		1	asap	495.00		495.00	
480-0272-01	CAT 5e cable		1	asap	35.00		35.00	
015-0041-04	Ferrite Bead		1	asap	4.50		4.50	
480-0802-01	check guide		1	asap	10.00		10.00	
008-0202-00	Image Management Software		1	asap	1000.00		1000.00	
008-0300-01	DVD ROM for IMS		1	asap	0.00			
480-1002-00	Check capture		1	asap	1000.00		1000.00	
480-0281-00	USB to ethernet adapter cable		1	asap	40.00		40.00	

		Notes:			
CTD1			Sub-Total		$6,874.50
CTD2		Customer is government entity, non taxable. Shipping cost is estimated.	Freight		70.00
CTD3			Tax		Additional
CTD4			Down Payment		
CTD5		USB to ethernet cable not required if ethernet port is available.	Total		$6,944.50
CTD6		**Unless specified otherwise, Freight and Tax are Additional.**			

Credit Card Info Card #: _____
Expiration MM/YY: Security Code: Card Owner:

All orders are subject to acceptance by the Home Office. No agreement to change or modify any of the terms, conditions or prices set forth in this order shall be valid or binding unless such agreement be in writing and signed by an Executive Officer of Cummins Allison Corp. Payment to be made by Check, Draft or Money Order payable to the order of Cummins-Allison Corp. This sale subject to the terms and conditions appearing on page 2.

Terms: 10 Days, Late charge of 1.5% per Month. Freight FOB Mt. Prospect.

Date: 7/1/2016 Purchaser's Name _____

Sales Rep Signature *Patricia Enyart* by _____ Title: _____

1 Copy - Home Office 1 Copy - Customer 1 Copy - Sales Rep File BOG-SO-030 Form: **024-0994** **Rev 03/16A**

CUMMINS
CUMMINS-ALLISON CORP.

PO Box 339 • 852 Feehanville Dr. Mt. Prospect, Il.
60056 • 847.299.9550

Preventative Maintenance Inspection Agreement

This is not an Invoice Terms: Service not rendered until receipt of Payment.

Customer Number	Date entered at Home Office	Reference #
		PE880716001

Machine Location: County: Travis

Williamson County Treasurer
710 Main street #105

City: Georgetown State: TX Zip: 78626

Contact: Jerri Jones

Phone #: (512) 943-1540

Application: ☑ Commercial ☐ Rural

Support Type: 1

Bill To: County Williamson

710 Main street #105

City: Georgetown State: TX Zip: 78626

Attention: Jerri Jones NAICS:

Phone: (512) 943-1540 ☐ Tax Exempt

PO # (Certificate Attached)

Billing Frequency: A

A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Mail this Signed Contract to:

Cummins-Allison Corp.

For Service Please call: 800-683-0171

Line #	Description of Covered Machine/Accessory/ Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
1	iFX 121	8		480-9214-00		2	1688	274	2	490.00	1	0.00	490.00
2													
3													
4													
5													
6													
7													
8													

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3.
** See section 7 on Page 3.

Adder for Support**:

Total Base Amounts: 490.00 X %

1st Year 490.00 X %

Contract Total 490.00

Tax Additional

Machine Installation Date:

Assigned Contract #

CTD1 CTD4 Contract Effective Date:

CTD2 CTD5

CTD3 CTD6 Add to Contract -

Line(s) Effective Date:

Prorate From to

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which was contracted, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

SECTION 1 – PERIODIC INSPECTION

1. On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement.
2. For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

SECTION 2 – EMERGENCY SERVICE

1. This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
2. This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top of form), in which case a charge for mileage only portal-to-portal will be made.

Subscriber acknowledges having read and understood all pages of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.

Purchaser's Authorized Signature Date

Printed Name and Title of Authorized Signer.

Cummins Authorized Representative Date

Please mail signed form to office listed at top of this page.

Copy 1 - Customer Copy 2 - Field Office Copy 3 - Home Office

Form: 024-2079 Rev 03/16A

Commissioners Court - Regular Session **6.**

Meeting Date: 07/12/2016

Line Item Transfer

Submitted By: Peggy Braun, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

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

Background

This requested transfer is to provide funding for medical and psychiatric pre-employment screenings. Due to the large number of position openings and significant turnover, within the Sheriffs Office Corrections Division, more screenings have been required. Until this fiscal year these costs were paid from the Human Resources budget.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0570.004500	Maintenance Services	$6,000.00
To	0100.0570.004705	Pre-Employment Screenings	$6,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2016 08:34 AM
Budget Office	Ashlie Koenig	06/30/2016 08:57 AM
Form Started By: Peggy Braun		Started On: 06/29/2016 03:34 PM
Final Approval Date: 06/30/2016		

Commissioners Court - Regular Session **7.**

Meeting Date: 07/12/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for County Court at Law #2.

Background

This transfer will cover the last of the invoices submitted to pay a visiting judge prior to Judge Barker's arrival.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$5,608.20
To	0100-0427-004010	CCL2/Visiting Judge	$5,608.20

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2016 10:21 AM
Form Started By: Ashlie Koenig		Started On: 07/04/2016 08:21 AM
Final Approval Date: 07/05/2016		

Commissioners Court - Regular Session **8.**

Meeting Date: 07/12/2016

Discuss, consider and take appropriate action on a line transfer for Road and Bridge Division.

Submitted For: Terron Evertson **Submitted By:** Daribel Texidor, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line transfer for Road and Bridge Division.

Background

Travel: This transfer is necessary in order to continue utilizing direct haul routes when cost effective. Vehicles > $5,000: This transfer is necessary due to a reorganization we are holding off on purchasing a piece of equipment- freeing up funds to cover over run costs on the dump trucks.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-000777	Transfer to Capital Projects	$5,600.00
To	0200-0210-004231	Travel	$5,600.00
From	0200-0210-005711	Heavy Equipment > $5,000	$215,000.00
To	0200-0210-005700	Vehicles >$5,000	$215,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:19 PM
URS (Originator)	Daribel Texidor	07/07/2016 10:51 AM
Form Started By: Daribel Texidor		Started On: 07/06/2016 02:40 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **9.**

Meeting Date: 07/12/2016

Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Precinct #4.

Background

Autopsy and transport funds have been exhausted for FY 16. We currently have several invoices to be paid and twelve more from the 4th of July holiday. In addition, we will need funding to get through the remainder of the year. We are also requesting additional funding for jurors as we have had more jury trials than expected in FY 16.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Non Dept/Contingencies	$58,000
To	0100-0454-004190	JP4/Autopsy	$41,000
To	0100-0454-004192	JP4/Autopsy Transport	$15,000
To	0100-0454-004002	JP4/Jurors	$2000

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 08:21 AM
Form Started By: Ashlie Koenig		Started On: 07/06/2016 03:26 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **10.**

Meeting Date: 07/12/2016

Quarterly Merit Line Item Transfers Report

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Consent

Information

Agenda Item

Acknowledge and enter into the official minutes of the Commissioners Court the line item transfers from merit pool monies to various departments approved by the Budget Office from April 2016 - June 2016.

Background

When merit monies were approved by the Court a condition of this line item transfer process was that the Budget Office put the transfer of said monies on the agenda quarterly for the Court to review.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Q3 Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Jennifer Templeton		Started On: 07/06/2016 08:25 AM
Final Approval Date: 07/06/2016		

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
Quarter 1					
0100	8004	001130	EMG SVC DEPT		$856.44
0100	8004	002010			$65.52
0100	8004	002020			$109.65
0100	0587	001100	WIRELESS	$856.44	
0100	0587	002010		$65.52	
0100	0587	002020		$109.65	
0100	8005	001130	HUMAN RESOURCES		$12,856.49
0100	8005	002010			$983.52
0100	8005	002020			$1,645.95
0100	0402	001100	HR	$12,856.49	
0100	0402	002010		$983.52	
0100	0402	002020		$1,645.95	
0100	8005	001130	HUMAN RESOURCES		$6,500.63
0100	8005	002010			$497.30
0100	8005	002020			$832.24
0100	0405	001100	Veterans Srvs	$6,500.63	
0100	0405	002010		$497.30	
0100	0405	002020		$832.24	
0100	8001	001130	COUNTY JUDGE		$17,645.01
0100	8001	002010			$1,349.84
0100	8001	002020			$2,259.00
0100	0400	001100	County Judge	$17,645.01	
0100	0400	002010		$1,349.84	
0100	0400	002020		$2,259.00	
0100	8001	001130	COUNTY JUDGE		$6,772.80
0100	8001	002010			$518.12
0100	8001	002020			$867.09
0100	0400	001100	Budget Office	$6,772.80	
0100	0400	002010		$518.12	
0100	0400	002020		$867.09	
0100	8001	001130	COUNTY JUDGE		$5,937.63
0100	8001	002010			$454.23
0100	8001	002020			$760.17
0100	0215	001100	Infrastructure	$5,937.63	
0100	0215	002010		$454.23	
0100	0215	002020		$760.17	
0100	8001	001130	COUNTY JUDGE		$5,898.78
0100	8001	002010			$451.26
0100	8001	002020			$755.19
0100	0583	001100	Emrg SV Dept	$5,898.78	
0100	0583	002010		$451.26	
0100	0583	002020		$755.19	
0100	8001	001130	COUNTY JUDGE		$5,455.04
0100	8001	002010			$417.31
0100	8001	002020			$698.38
0100	0402	001100	HR	$5,455.04	
0100	0402	002010		$417.31	
0100	0402	002020		$698.38	
0100	8001	001130	COUNTY JUDGE		$5,513.30
0100	8001	002010			$421.77
0100	8001	002020			$705.84
0100	0503	001100	IT	$5,513.30	
0100	0503	002010		$421.77	
0100	0503	002020		$705.84	
0100	8001	001130	COUNTY JUDGE		$7,139.05
0100	8001	002010			$546.14
0100	8001	002020			$913.98
0100	0510	001100	Parks	$7,139.05	
0100	0510	002010		$546.14	
0100	0510	002020		$913.98	
0100	8001	001130	COUNTY JUDGE		$2,775.01
0100	8001	002010			$212.29
0100	8001	002020			$355.27

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	0494	001100	Purchasing	$2,775.01	
0100	0494	002010		$212.29	
0100	0494	002020		$355.27	
0100	8001	001130	COUNTY JUDGE		$2,520.00
0100	8001	002010			$192.78
0100	8001	002020			$322.62
0100	0492	001100	Elections	$2,520.00	
0100	0492	002010		$192.78	
0100	0492	002020		$322.62	
0100	8006	001130	Infrastructure		$38,829.00
0100	8006	002010			$2,970.42
0100	8006	002020			$4,971.08
0100	0509	001100	Facilities	$38,829.00	
0100	0509	002010		$2,970.42	
0100	0509	002020		$4,971.08	
0100	8001	001130	COUNTY JUDGE		$1,871.60
0100	8001	002010			$143.18
0100	8001	002020			$239.61
0100	0665	001100	AG Extension	$1,871.60	
0100	0665	002010		$143.18	
0100	0665	002020		$239.61	
0100	8002	001130	COUNTY CLERK		$11,908.22
0100	8002	002010			$910.98
0100	8002	002020			$1,524.55
0100	0403	001100	County Clerk	$11,908.22	
0100	0403	002010		$910.98	
0100	0403	002020		$1,524.55	
0100	8002	001130	COUNTY CLERK		$20,295.69
0100	8002	002010			$1,552.62
0100	8002	002020			$2,598.36
0100	0404	001100	CC Judicial	$20,295.69	
0100	0404	002010		$1,552.62	
0100	0404	002020		$2,598.36	
0100	8003	001130	SHERIFF		$77,093.73
0100	8003	002010			$5,897.67
0100	8003	002020			$9,869.92
0100	0570	001100	County Jail	$77,093.73	
0100	0570	002010		$5,897.67	
0100	0570	002020		$9,869.92	
0100	8004	001130	Emergency Srv Dept		$3,894.58
0100	8004	002010			$297.94
0100	8004	002020			$498.60
0100	0570	001100	WIRELESS	$3,894.58	
0100	0570	002010		$297.94	
0100	0570	002020		$498.60	
0100	8006	001130	Infrastructure		$4,452.00
0100	8006	002010			$340.58
0100	8006	002020			$569.97
0100	0570	001100	Infrastructure	$4,452.00	
0100	0570	002010		$340.58	
0100	0570	002020		$569.97	
0100	8003	001130	SHERIFF		$82,464.71
0100	8003	002010			$6,308.55
0100	8003	002020			$10,557.54
0100	0570	001100	Sheriff	$82,464.71	
0100	0570	002010		$6,308.55	
0100	0570	002020		$10,557.54	
0100	8004	001130	Emergency Srv Dept		$152,815.76
0100	8004	002010			$11,690.41
0100	8004	002020			$19,564.24
0100	0540	001100	EMS	$152,815.76	
0100	0540	002010		$11,690.41	
0100	0540	002020		$19,564.24	
0100	8004	001130	Emergency Srv Dept		$4,561.88
0100	8004	002010			$348.98
0100	8004	002020			$584.03
0100	0541	001100	Emergency Mgmt	$4,561.88	
0100	0541	002010		$348.98	
0100	0541	002020		$584.03	

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	8004	001130	Emergency Srv Dept		$9,205.95
0100	8004	002010			$704.26
0100	8004	002020			$1,178.59
0100	0542	001100	Haz Mat	$9,205.95	
0100	0542	002010		$704.26	
0100	0542	002020		$1,178.59	
0100	8004	001130	Emergency Srv Dept		$6,834.97
0100	8004	002010			$522.88
0100	8004	002020			$875.05
0100	0581	001100	911 Comm	$6,834.97	
0100	0581	002010		$522.88	
0100	0581	002020		$875.05	
0100	8004	001130	Emergency Srv Dept		$4,259.13
0100	8004	002010			$325.82
0100	8004	002020			$545.28
0100	0583	001100	Emergency Srv Dept	$4,259.13	
0100	0583	002010		$325.82	
0100	0583	002020		$545.28	
0100	8006	001130	Infrastructure		$626.59
0100	8006	002010			$47.93
0100	8006	002020			$80.22
0100	0570	001100	Infrastructure	$626.59	
0100	0570	002010		$47.93	
0100	0570	002020		$80.22	
0100	8004	001130	Emergency Srv Dept		$7,332.26
0100	8004	002010			$560.92
0100	8004	002020			$938.71
0100	0541	001100	Emergency Mgmt	$4,561.88	
0100	0541	002010		$560.92	
0100	0541	002020		$938.71	
0100	8003	001130	SHERIFF		$1,187.14
0100	8003	002010			$90.82
0100	8003	002020			$151.98
0100	0570	001100	Sheriff	$1,187.14	
0100	0570	002010		$90.82	
0100	0570	002020		$151.98	
0100	8004	001130	Emergency Srv Dept		$23,000.00
0100	8004	002010			$1,759.50
0100	8004	002020			$2,944.58
0100	0341	001100	MOT	$23,000.00	
0100	0341	002010		$1,759.50	
0100	0341	002020		$2,944.58	
0100	8004	001130	Emergency Srv Dept		$2,998.84
0100	8004	002010			$229.41
0100	8004	002020			$383.93
0100	0541	001100	Emergency Mgmt	$2,998.84	
0100	0541	002010		$229.41	
0100	0541	002020		$383.93	
0100	0541	001100	Emergency Mgmt		$7,332.26
0100	0541	002010			$560.92
0100	0541	002020			$938.71
0100	8004	001130	Emergency Srv Dept	$7,332.26	
0100	8004	002010		$560.92	
0100	8004	002020		$938.71	
0100	8004	001130	Emergency Srv Dept		$23,000.00
0100	8004	002010			$1,759.50
0100	8004	002020			$2,944.58
0100	0341	001100	MOT	$23,000.00	
0100	0341	002010		$1,759.50	
0100	0341	002020		$2,944.58	

Merit Line Item Transfer
Summary - Including FICA and Retirement Changes
Approved by Williamson County Budget Office
Per Commissioner's Court

Fund	Dept	Object	Department Name	To	From
0100	8004	001130	HUMAN RESOURCES		$1,460.00
0100	8004	002010			$111.69
0100	8004	002020			$186.92
0100	0402	001100	HR	$1,460.00	
0100	0402	002010		$111.69	
0100	0402	002020		$186.92	
0100	8003	001130	SHERIFF		$1,600.00
0100	8003	002010			$122.40
0100	8003	002020			$204.84
0100	0570	001100	Sheriff	$1,600.00	
0100	0570	002010		$122.40	
0100	0570	002020		$204.84	
Quarter 2					
0100	8001	001130	COUNTY JUDGE		$962.88
0100	8001	002010			$73.66
0100	8001	002020			$123.27
0100	0400	001100	COUNTY JUDGE	$962.88	
0100	0400	002010		$73.66	
0100	0400	002020		$123.27	
0100	8001	001130	Emergency Srv Dept		$7,338.19
0100	8001	002010			$561.37
0100	8001	002020			$939.47
0100	0400	001100	EMERGENCY Mgmt	$7,338.19	
0100	0400	002010		$561.37	
0100	0400	002020		$939.47	
0100	8003	001130	SHERIFF		$4,866.00
0100	8003	002010			$372.25
0100	8003	002020			$622.97
0100	0560	001100	Sheriff	$4,866.00	
0100	0560	002010		$372.25	
0100	0560	002020		$622.97	
0100	8003	001130	SHERIFF		$3,559.00
0100	8003	002010			$272.26
0100	8003	002020			$455.64
0100	0570	001100	JAIL	$3,559.00	
0100	0570	002010		$272.26	
0100	0570	002020		$455.64	
0100	8003	001130	SHERIFF		$3,366.00
0100	8003	002010			$257.50
0100	8003	002020			$430.93
0100	0570	001100	JAIL	$3,559.00	
0100	0570	002010		$257.50	
0100	0570	002020		$430.93	
0100	8005	001130	HUMAN RESOURCES		$1,267.60
0100	8005	002010			$96.97
0100	8005	002020			$162.28
0100	0402	001100	HR	$1,267.60	
0100	0402	002010		$96.97	
0100	0402	002020		$162.28	
Quarter 3					
0100	8004	001130	Emergency Srv Dept		$22,248.22
0100	8004	002010			$1,701.99
0100	8004	002020			$2,848.33
0100	0581	001100	911 Comm	$22,248.22	
0100	0581	002010		$1,701.99	
0100	0581	002020		$2,848.33	
0100	8003	001130	SHERIFF		$2,566.00
0100	8003	002010			$196.30
0100	8003	002020			$328.51
0100	0570	001100	JAIL	$2,566.00	
0100	0570	002010		$196.30	
0100	0570	002020		$328.51	

Commissioners Court - Regular Session **11.**

Meeting Date: 07/12/2016

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 (8) Chairs, (3) Desks, (6) Desktop computers, (11) Keyboard/mouse sets, (6) Monitors, (9) Phones, (2) Battery Module, (1) Brother IntelliFAX 2800, (1) Laptop, (6) AC/DC adapter, (1) Dell floppy drive module, (2) Wireless optical receivers, (3) Docking Station, (2) Power supplies, (1) Power cord, (1) Safe, (1) Typewriter, (1) Table with folding sides, (1) Shredder, (1) Microwave table, (1) MIC, (1) File cabinet, (1) Cordless phone headset, (6) Computer speakers, Box of misc. USB cables, (complete 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	07/05/2016 10:21 AM
Form Started By: Jayme Jasso		Started On: 07/05/2016 08:53 AM
Final Approval Date: 07/05/2016		

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)
6	rolling office chairs			Working
2	visitor chairs			Non-Working

Parties involved:

FROM (Transferor Department): Adult Probation

Transferor - Elected Official/Department Head/ Authorized Staff:

Melissa Ramos
Print Name

Signature 6/23/16 Date

Contact Person:

Melissa Ramos
Print Name

+1 (512) 943-3504
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:

Tony Hill
Print Name

Phone Number

RECEIVED
JUN 23 2016
AUDITOR'S OFFICE
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 _____

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	2 Drawer desk - drawer bottoms damaged			Non-Working

Parties involved:

FROM (Transferor Department): Pct. 3 Constable

Transferor - Elected Official/Department Head/ Authorized Staff:

Theresa Lock
Print Name

Signature

June 20, 2016
Date

Contact Person:

Theresa Lock
Print Name

+1 (512) 943-1436
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:

[illegible]
Print Name

JUN 20 2016
Phone Number

AUDITOR'S OFFICE 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 _____

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ◉ 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	Desk			Non-Working
1	Desk Return			Non-Working

Parties involved:

FROM (Transferor Department): JP2

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Edna Staudt
Print Name

Signature

Date

Contact Person:

Sheri Friedman
Print Name

+1 (512) 260-4253
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:

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JUN 28 2016
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

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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 Dell Computer	16562590237	7LWXSF1	Working
1	Logitech wireless keyboard & mouse			Working
2	Dell Monitors			Working

Parties involved:

FROM (Transferor Department): Sheriff's Office-Admin (Patrol)

Transferor - Elected Official/Department Head/ Authorized Staff:

Chief L.C. (Tony) Marshall
Print Name

LCMarshall 6-29-16
Signature Date

Contact Person:

Starla Hall
Print Name

+1 (512) 943-5270
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

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WILLIAMSON COUNTY, TEXAS

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Asset List:

	Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
(1)	1	AVAYA office telephone			
(2)	1	DELL Rechargeable Battery Module	Y4367		
(3)	1	BROTHER IntelliFAX 2800	U56577L1J808600		
(4)	1	NORTEL NETWORKS office telephone	NT8B27JAAA		
(5)	1	SAMSUNG Syncmaster 760V TFT Monitor	GH17MS		

Parties involved:

FROM (Transferor Department): Commissioner, Pct One

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Mary Clark
Signature

Date

Contact Person:

Mary Clark
Print Name

(512) 244-8610
Phone Number

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

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WILLIAMSON COUNTY, TEXAS

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- ( ) 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	DELL Latitude D620 Laptop	JW84H-63C83-MF4MD-DFPCF-XPT7Q		Working
1	LOGITECH Cordless Desktop LX300	MC538CZ		Working
1	DELL Wired Keyboard KB212-B	CN-046481-71616-475-0T95-A00		Working
1	MICROSOFT Wireless Desktop Elite Keyboard	717300041255		Working
1	MICROSOFT Wireless Natural Multimedia Keyboard	555690042096		Working

Parties involved:

FROM (Transferor Department): Commissioner, Pct One

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Mary Clark
Signature

Date

Contact Person:

Mary Clark
Print Name

(512) 244-8610
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

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WILLIAMSON COUNTY, TEXAS

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- ( ) 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	DELL AC/DC Adapter	CN-00W6KV-48661-31H-2XYG-A02		Working
1	LOGITECH Cordless Mouse/Keyboard Reciever	831168-0000		Working
1	DELL Floppy Drive Module	MPF82E		Working
1	AC Adaptor	52-BWR-WA		Working
1	AC Adapter - Delta Electronic Inc.	EFT0234214203		Working

Parties involved:

FROM (Transferor Department): Commissioner, Pct. One

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Signature Date

Contact Person:

Mary Clark
Print Name

(512) 244-8610
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:

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WILLIAMSON COUNTY, TEXAS

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
16 1	MICROSOFT Wireless Optical Reciever 3.0A	XB04357-002		Working
17 1	LOGITECH Cordless Optical Mouse	831282-0000		Working
18 1	DELL Battery Module Rechargeable	TC030		Working
19 1	DELL Wireless Optical Reciever	LZB40500674		Working
20 1	DELL Computer Docking Station	CN-06U643-42940-39N-005T		Working

Parties involved:

FROM (Transferor Department): _____

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Signature Date

Contact Person:

Mary Clark
Print Name

(512) 244-8610
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.)

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Signature Date

Contact Person:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Class 2 Power Supply	YU120100A2		Working
1	MOTOROLA AC Power Supply	163-0022		Working
1	CASIO AC Adaptor	AD-A60024		Working
1	LG AC Adapter	4090759445 2		Working
1	MICROSOFT Wireless Optical Reciever 2.0A	X10-17900		Working

Parties involved:

FROM (Transferor Department): _____

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Signature Date

Contact Person:

Mary Clark
Print Name

(512) 244-3610
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:

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	DELL Computer Docking Station	CN-0UC795-42940-6AR-0179		Working
1	DELL Computer Docking Station	0PW395		Working
3	Standard Computer Power Cord			Working

Parties involved:

FROM (Transferor Department): _____

Transferor - Elected Official/Department Head/ Authorized Staff:

Mary Clark
Print Name

Signature Date

Contact Person:

Mary Clark
Print Name

(512) 244-8610
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.)

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Combo/Key Safe	Sentry		Working
1	Typewriter		A102296	Working
1	Small table with folding sides			Working
1	Shredder	Unknown if working		
				Working

Parties involved:

FROM (Transferor Department): 26th District Court

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Donna King
Print Name

Signature Date

Contact Person:

Deb Lewis
Print Name

31226
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

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Asset List:

Quantity	Description (year, make, model, etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#	Condition of Assets (Working, Non-Working)
1	Mircowave Table		A10285	Working
1	Dell Computer	Unknown if working	C0381	
1	MIC	Unknown if working		
1	Telephone	Unknown if working		
1	5 Shelve Lateral File Cabinet			Working

Parties involved:

FROM (Transferor Department): 26th DISTRICT COURT

Transferor - Elected Official/Department Head/ Authorized Staff:

Judge Donna King
Print Name

Signature Date

Contact Person:

Deb Lewis
Print Name

512-943-1226
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

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- ○ 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)
	Avaya telephone Model 4610SW w/handset	ACN092276983	N/A	Working
	Avaya telephone Model 2410D01B w/handset	07N523580185	N/A	Working
	Avaya telephone Model 4602D02A w/handset	05GM10004855	N/A	Non-Working
	Avaya telephone Model 4610SW IP	ACD02-0398JP	N/A	Non-Working
	A T & T Model 8101	969T61004095	N/A	Non-Working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Larry Gaddes
Print Name

Signature

June 29, 2016
Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
Phone Number

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

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

Tony Hill
Print Name

Signature

Date

Contact Person:

Tony Hill
Print Name

Phone Number

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JUN 29 2016
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WILLIAMSON COUNTY, TEXAS

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- ○ 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	Plantronics cordless headset telephone	1722911550	N/A	Non-Working
1	Avaya telephone 4610 SWIP	ACD02-0398JP	N/A	Non working

Parties involved:

FROM (Transferor Department): Tax Assessor/Collector

Transferor - Elected Official/Department Head/ Authorized Staff:

Larry Gaddes
Print Name

Signature

June 29, 2016
Date

Contact Person:

Judy Kocian
Print Name

+1 (512) 943-1954
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.)

Tony Hill
Print Name

Signature

Date

Contact Person:

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WILLIAMSON COUNTY, TEXAS

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- ○ 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)
	See Attached List			

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature — June 27, 2016 Date

Contact Person:

John Gordon
Print Name

+1 (512) 943-3303
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:

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WILLIAMSON COUNTY, TEXAS

Print Name

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

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 6/27/16

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	Dell OptiPlex GX520	Juv-JGC1K91	C01093	Inoperative
2	Wallingford Computer		C00231	Inoperative
3	Dell CRT M782P	Cn-01K525-47803-284-GHZL		Inoperative
4	Dell Mouse wired	n/a	n/a	working
5	Dell Mouse wired	n/a	n/a	working
6	Microsoft Mouse wireless 1008	2003DJ1034	n/a	inoperative
7	Dell Keyboard L100	n/a	n/a	working
8	Dell Keyboard L100	n/a	n/a	working
9	Dell AC Adapter AD4214N	n/a	n/a	working
10	Dell UC280 Speakers	n/a	n/a	working
11	Dell PC Speakers	CN-04N567-48220-2AP-08D1		working
12	Cyber Acoustic Speakers	5231	n/a	working
13	Miscellaneous USB cables	n/a	n/a	working
14	Monitor Dell 1707P	OG331H	n/a	working
15	Monitor Dell 1708P	0G302H	n/a	working
16	Monitor Dell 1702FP	MX08G	n/a	working
17				
18				
19				
20				
21				

RECEIVED

JUN 28 2016

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Commissioners Court - Regular Session **12.**

Meeting Date: 07/12/2016

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 inter-departmental transfer including, (1) Corner Desk, (1) Metal Shelving unit and (4) Dell Latitude E6530 laptops (complete 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	07/05/2016 10:21 AM
Form Started By: Jayme Jasso		Started On: 07/05/2016 09:42 AM
Final Approval Date: 07/05/2016		

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	Corner Desk			Working
1	Metal Shelving Unit			Working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature

6/21/16
Date

Contact Person:

Tony Hill
Print Name

943-3314
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): Sheriff's Office

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

6-22-16
Date

Contact Person:

Brian Etzkorn
Print Name

Phone Number

RECEIVED
JUN 23 2016
AUDITOR'S OFFICE
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 _____

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	Latitude E6530	62HDTY1		working
1	Latitude E6530	5FHDTY1		working
1	Latitude E6530	3RY2XY1		working
1	Latitude E6530	BT7DTY1		working

Parties involved:

FROM (Transferor Department): Auction

Transferor - Elected Official/Department Head/ Authorized Staff:

Tony Hill
Print Name

Signature Date

Contact Person:

Richard Semple
Print Name

RECEIVED
Phone Number

TO (Transferee Department/Auction/Trade-in/Donee): I.T.S.

JUN 21 2016

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

Tammy McCulley
Print Name

Tammy McCulley 6/20/16
Signature Date

Contact Person:

AUDITOR'S OFFICE WILLIAMSON COUNTY, TEXAS

Print Name

943.1455
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 _____

Commissioners Court - Regular Session **13.**

Meeting Date: 07/12/2016

Discuss consider and take appropriate action on approval of the final plat for the Clearwater Ranch Phase 2 subdivisior - Pct 2

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 Clearwater Ranch Phase 2 subdivision - Pct 2.

Background

This is the next section of the Clearwater Ranch development. It consists of 90 single family lots and 6,957 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $95,278.00 has been posted with the County to cover the cost of the remaining construction.

Fiscal Impact

From/To	Acct No.	Description	Amount

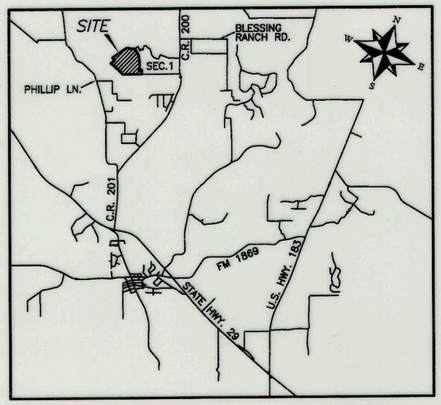
Attachments

Clearwater Ranch Phase 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/29/2016 03:38 PM
Form Started By: Katheryn Cromwell		Started On: 06/29/2016 10:42 AM
Final Approval Date: 06/29/2016		

FINAL PLAT OF CLEARWATER RANCH PHASE TWO



LOCATION MAP
(NOT TO SCALE)

OWNER AND DEVELOPER:
LOOKOUT DEVELOPMENT GROUP, L.P.
2370 RICE BOULEVARD, SUITE 200
HOUSTON, TEXAS 77005
512-260-2066
lookoutgroup@hotmail.com

SURVEYOR:
G&R SURVEYING, LLC
1805 OUIDA DRIVE
AUSTIN, TX 78728
512-267-7430 FAX: 512-836-8385
pmclaughlin@grsurveying.com

ENGINEER:
KIMLEY-HORN
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TX 78759
512-418-4505
brian.parker@kimley-horn.com

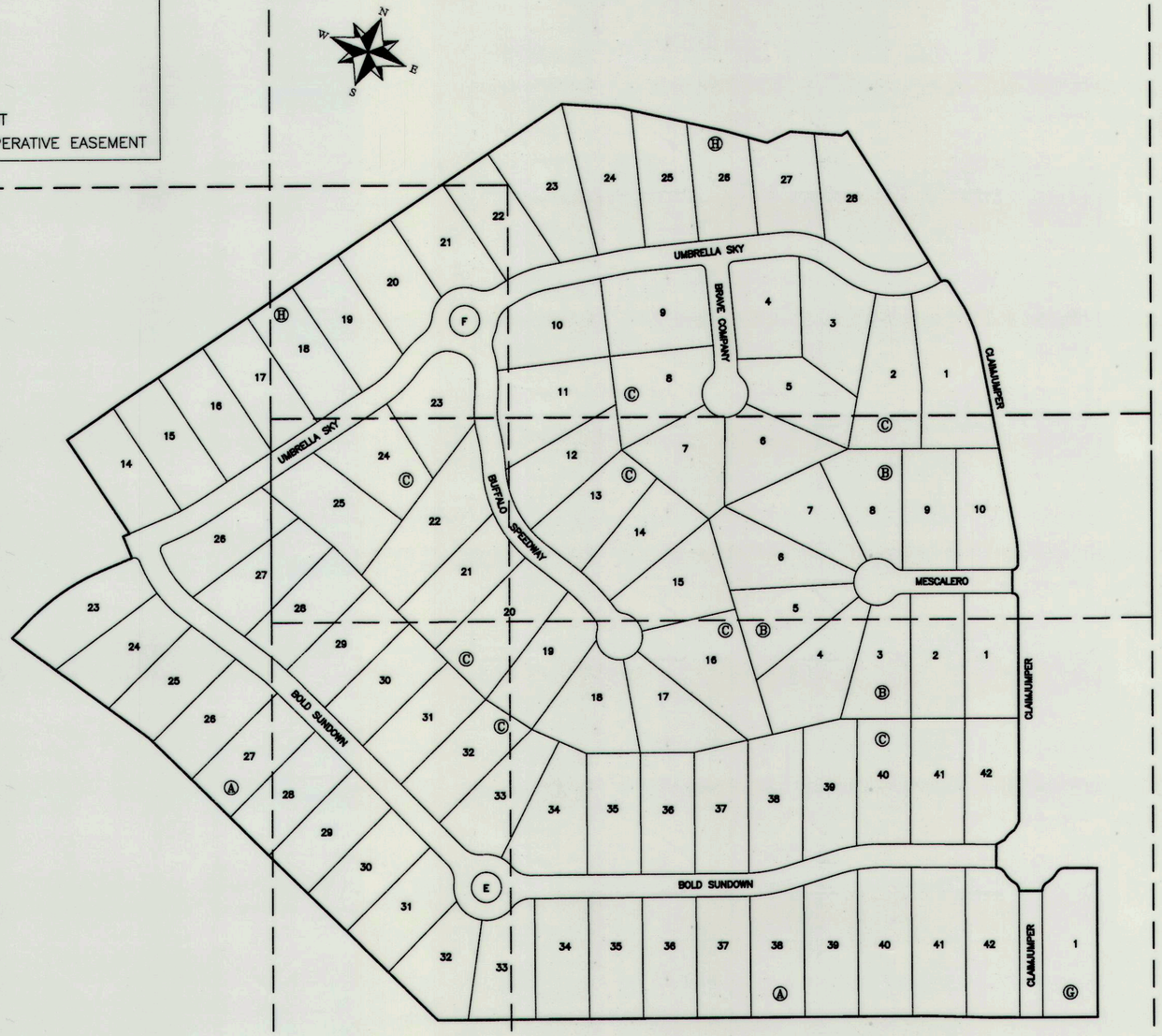
SUBMITTAL DATE:_____
TOTAL AREA OF THIS PLAT: 106.575 ACRES
TOTAL NUMBER OF LOTS: 90
RESIDENTIAL: 88
NON-RESIDENTIAL: 2

LINEAR FEET OF NEW STREETS:
BOLD SUNDOWN: 2,609
UMBRELLA SKY: 2,348
BUFFALO SPEEDWAY: 954
BRAVE COMPANY: 368
MESCALERO: 352
CLAIMJUMPER: 326
TOTAL: 6,957

LEGEND:

●	= 1/2" IRON ROD FOUND
CAP●	= IRON ROD WITH CAP FOUND
○	= IRON ROD WITH G&R CAP SET
⊠	= "X" FOUND IN CONCRETE
Ⓐ	= BLOCK NAME
PUE	= PUBLIC UTILITY EASEMENT
BL	= BUILDING LINE
DE	= DRAINAGE EASEMENT
GE	= GAS EASEMENT
OS/LS	= OPEN SPACE/LANDSCAPE LOT
PEC ESMT	= PEDERNALES ELECTRIC COOPERATIVE EASEMENT

SHEET INDEX
(NOT TO SCALE)



METES AND BOUNDS DESCRIPTION:

DESCRIPTION OF 106.575 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM GRAY SURVEY, ABSTRACT NO. 251, BEING A PORTION OF THAT CERTAIN 363.8918 ACRE TRACT OF LAND DESCRIBED IN A DEED OF RECORD TO LOOKOUT DEVELOPMENT GROUP, L.P., UNDER DOCUMENT NO. 2007058807, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 106.575 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with cap found in the common line of a 202.91 acre tract of land described in a deed of record to Jerry Sanchez, Et Ux, under Document No. 9528002, Official Records of Williamson County, Texas and said 363.8918 Acre Tract, at the southwesterly corner of Clearwater Ranch Phase One, a subdivision of record under Document No. 2014025535, Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

THENCE with the common line of said 202.91 Acre Tract and said 363.8918 Acre Tract, the following three (3) courses:

1. S69°03'02"W, a distance of 280.10 feet to a 1/2" iron rod found;
2. S70°43'08"W, a distance of 161.06 feet to a 1/2" iron rod found;
3. S68°47'55"W, a distance of 1274.46 feet to an iron rod with G&R Cap set, for the southwesterly corner of the herein described tract;

THENCE over and across said 363.8918 Acre Tract, the following eight (8) courses:

1. N66°40'46"W, a distance of 1044.63 feet to an iron rod with G&R Cap set;
2. N74°25'38"W, a distance of 442.95 feet to an iron rod with G&R Cap set;
3. N22°58'15"E, a distance of 55.78 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
4. Along said curve to the right, having a radius of 570.00 feet, an arc length of 235.33 feet and a chord which bears N34°47'53"E, a distance of 233.66 feet to an iron rod with G&R Cap set at the end of said curve;
5. N46°37'32"E, a distance of 87.74 feet to an iron rod with G&R Cap set;
6. N43°22'28"W, a distance of 60.00 feet to an iron rod with G&R Cap set;
7. N46°37'32"E, a distance of 17.96 feet to an iron rod with G&R Cap set;
8. N54°39'02"W, a distance of 290.70 feet to an iron rod with G&R Cap set in the common line of a 352.74 acre tract of land described in a deed of record to John Danley Austin, under Document No. 2012065699, Official Public Records of Williamson County, Texas and said 363.8918 Acre Tract, for the northwesterly corner of the herein described tract;

THENCE N35°20'58"E, with the common line of said 352.74 Acre Tract and said 363.8918 Acre Tract, a distance of 1549.58 feet to an iron rod with G&R Cap set;

THENCE leaving the common line of said 352.74 Acre Tract and said 363.8918 Acre Tract, and continuing over and across said 363.8918 Acre Tract, the following six (6) courses:

1. N73°06'07"E, a distance of 152.00 feet to an iron rod with G&R Cap set;
2. N81°45'44"E, a distance of 278.55 feet to an iron rod with G&R Cap set;
3. N84°52'35"E, a distance of 114.90 feet to an iron rod with G&R Cap set;
4. N43°51'07"E, a distance of 66.63 feet to an iron rod with G&R Cap set;
5. N73°23'57"E, a distance of 134.22 feet to an iron rod with G&R Cap set;
6. N35°29'55"E, a distance of 18.05 feet to an iron rod with G&R Cap set at the northwesterly corner of said Clearwater Ranch Phase One, for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 363.8918 Acre Tract, with the westerly line of said Clearwater Ranch Phase One, the following twenty-four (24) courses:

1. S53°02'20"E, passing at a distance of 397.40 feet, an iron rod with G&R Cap set and continuing for a total distance of 457.40 feet to an "X" found in concrete at the point of curvature of a curve to the right;
2. Along said curve to the right, having a radius of 15.00 feet, an arc length of 23.77 feet and a chord which bears N81°39'16"E, a distance of 21.36 feet to an "X" found in concrete at the end of said curve;
3. S53°07'46"E, a distance of 54.82 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
4. Along said curve to the right, having a radius of 370.00 feet, an arc length of 137.31 feet and a chord which bears S42°25'57"E, a distance of 136.52 feet to an iron rod with cap found at the end of said curve;
5. S31°48'03"E, a distance of 475.09 feet to an iron rod with cap found at the point of curvature of a curve to the right;
6. Along said curve to the right, having a radius of 370.00 feet, an arc length of 70.12 feet and a chord which bears S26°30'39"E, a distance of 70.02 feet to an iron rod with cap found at the end of said curve;
7. S20°56'15"E, a distance of 13.25 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
8. Along said curve to the right, having a radius of 15.00 feet, an arc length of 23.54 feet and a chord which bears S24°01'26"W, a distance of 21.20 feet to an iron rod with cap found at the end of said curve;
9. S20°56'26"E, a distance of 60.00 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the right;
10. Along said curve to the right, having a radius of 15.00 feet, an arc length of 23.52 feet and a chord which bears S66°07'43"E, a distance of 21.19 feet to an iron rod with cap found at the end of said curve;
11. S20°56'58"E, a distance of 575.60 feet to an iron rod with cap found;
12. S07°53'17"W, a distance of 24.48 feet to an iron rod with cap found at the point of curvature of a curve to the left;
13. Along said curve to the left, having a radius of 80.00 feet, an arc length of 36.81 feet and a chord which bears S24°25'16"W, a distance of 36.49 feet to an iron rod with G&R Cap set at the end of said curve;
14. S40°18'10"W, a distance of 24.43 feet to an iron rod with cap found;
15. S20°29'46"E, a distance of 60.00 feet to an iron rod with cap found at the point of curvature of a curve to the right;
16. Along said curve to the right, having a radius of 25.00 feet, an arc length of 25.51 feet and a chord which bears S81°27'48"E, a distance of 24.41 feet to an iron rod with cap found at the point of reverse curvature of a curve to the left;
17. Along said curve to the left, having a radius of 80.00 feet, an arc length of 38.06 feet and a chord which bears S65°45'10"E, a distance of 37.71 feet to an iron rod with cap found at the point of reverse curvature of a curve to the right;
18. Along said curve to the right, having a radius of 25.00 feet, an arc length of 25.62 feet and a chord which bears S49°59'34"E, a distance of 24.51 feet to an iron rod with cap found at the end of said curve;
19. N68°53'47"E, a distance of 60.00 feet to an iron rod with cap found at the point of curvature of a curve to the right;
20. Along said curve to the right, having a radius of 25.00 feet, an arc length of 25.33 feet and a chord which bears N08°15'49"E, a distance of 24.26 feet to an iron rod with cap found at the point of reverse curvature of a curve to the left;
21. Along said curve to the left, having a radius of 80.00 feet, an arc length of 36.93 feet and a chord which bears N24°21'23"E, a distance of 36.60 feet to an iron rod with cap found at the point of reverse curvature of a curve to the right;
22. Along said curve to the right, having a radius of 25.00 feet, an arc length of 25.44 feet and a chord which bears N40°12'25"E, a distance of 24.36 feet to an iron rod with cap found at the end of said curve;
23. N69°32'15"E, a distance of 83.43 feet to an iron rod with cap found;
24. S20°56'57"E, a distance of 384.23 feet to the POINT OF BEGINNING, having an area of 106.575 acres of land, more or less.

BEARING BASIS: TEXAS CENTRAL ZONE STATE PLANE COORDINATES.
ALL COORDINATES AND DISTANCES SHOWN HEREON ARE RELATIVE TO TEXAS CENTRAL ZONE GRID.

G&R SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

L:\15237-CLEARWATER RANCH SECTION 2\dwg\15237_GR-SEC 2-PLAT.dwg 6/14/2018 2:57:15 PM CDT

FINAL PLAT OF CLEARWATER RANCH PHASE TWO

WILLIAM GRAY SURVEY
ABS. NO. 251

352.74 AC.
CONVEYED TO JOHN DANLEY AUSTIN
DOC. NO. 2012065699

WILLIAM GRAY SURVEY
ABS. NO. 251

REMAINDER OF 363.8918 AC.
LOOKOUT DEVELOPMENT GROUP, L.P.
DOC. NO. 2007058807

N W E S

SCALE: 1"=100'

0 50 100 200 400

BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

APPROXIMATE 100 YEAR FEMA-REGULATED (ZONE A) FLOODPLAIN

LIMITS OF 100 YEAR FLOODPLAIN PER FLOODPLAIN STUDY (DOT HATCHED AREA)

APPROXIMATE CENTERLINE OF CREEK

N 10233232.76
E 3047293.17

SHEET 4 MATCHLINE SHEET 2

SHEET 2 MATCHLINE SHEET 3

UMBRELLA SKY (60' R.O.W.)

BUFFALO SPEEDWAY (60' R.O.W.)

BRAVE COMPANY (60' R.O.W.)

CLAIMJUMPER (60' R.O.W.)

MESCALERO (60' R.O.W.)

LOT F OS/LS

PL LOT D

CLEARWATER RANCH PHASE ONE DOC. NO. 2014025535

18	45789 SQ. FT.	
19	46009 SQ. FT.	
20	45914 SQ. FT.	
21	43801 SQ. FT.	
22	44300 SQ. FT.	
23	59342 SQ. FT.	
24	56996 SQ. FT.	
25	46597 SQ. FT.	
26	43883 SQ. FT.	
27	43824 SQ. FT.	
28	59319 SQ. FT.	
23	45505 SQ. FT.	
24	45256 SQ. FT.	
25	50929 SQ. FT.	
22	65871 SQ. FT.	
21	47312 SQ. FT.	
20	55685 SQ. FT.	
11	58062 SQ. FT.	
10	53175 SQ. FT.	
9	56327 SQ. FT.	
8	48476 SQ. FT.	
12	44290 SQ. FT.	
13	44792 SQ. FT.	
14	44050 SQ. FT.	
15	48619 SQ. FT.	
7	44177 SQ. FT.	
6	43872 SQ. FT.	
5	44872 SQ. FT.	
4	45092 SQ. FT.	
3	47115 SQ. FT.	
2	58517 SQ. FT.	
1	68470 SQ. FT.	
7	45428 SQ. FT.	
8	45263 SQ. FT.	
9	43780 SQ. FT.	
10	43836 SQ. FT.	
6	45127 SQ. FT.	
5	43999 SQ. FT.	

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

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FINAL PLAT OF CLEARWATER RANCH PHASE TWO

SCALE: 1"=100'

BEARING BASIS: TEXAS CENTRAL ZONE, STATE PLANE COORDINATES (NAD 83)

SHEET 2 MATCHLINE SHEET 3

SHEET 4 MATCHLINE SHEET 3

CLEARWATER RANCH PHASE ONE DOC. NO. 2014025535

UMBRELLA (60' R.O.W.)

BUFFALO SPEEDWAY (60' R.O.W.)

MESCALERO (60' R.O.W.)

BOLD SUNDOWN (60' R.O.W.)

CLAIMJUMPER (60' R.O.W.)

PL LOT C

LOT E OS/LS

202.91 AC.
JERRY SANCHEZ, ET UX
DOC. NO. 9528002

POB
N 10231327.58
E 3048709.97
SOUTHEAST CORNER OF WILLIAM GRAY SURVEY, ABS. 251
BEARS ± N68°55'E 3491'

N 10230713.34
E 3047108.16

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

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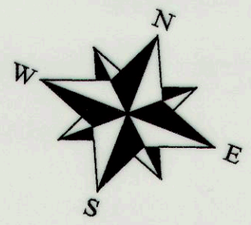
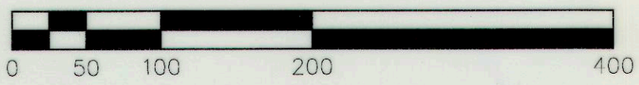
FINAL PLAT OF
CLEARWATER RANCH
PHASE TWO



SCALE: 1"=100'



BEARING BASIS: TEXAS CENTRAL ZONE,
STATE PLANE COORDINATES (NAD 83)

WILLIAM GRAY SURVEY
ABS. NO. 251

352.74 AC.
CONVEYED TO JOHN DANLEY AUSTIN
DOC. NO. 2012065699

N 10231773.42
E 3045675.82

N 10230713.34
E 3047108.16

WILLIAM GRAY SURVEY
ABS. NO. 251

REMAINDER OF 363.8918 AC.
LOOKOUT DEVELOPMENT GROUP, L.P.
DOC. NO. 2007058807

NORTHWEST ACRES
CAB. B, SL. 92-93

UMBRELLA SKY (60' R.O.W.)
BUFFALO SPEEDWAY (60' R.O.W.)
BOLD SUNDOWN (60' R.O.W.)

SHEET 4 MATCHLINE SHEET 2
SHEET 4 MATCHLINE SHEET 3

LOT F OS/LS
LOT E OS/LS

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

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FINAL PLAT OF
CLEARWATER RANCH
PHASE TWO

CURVE TABLE													
NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT	NO.	DELTA	RADIUS	ARC	CHORD BEARING	CHORD	TANGENT
C1	90°47'09"	15.00'	23.77'	S81°39'16"W	21.36'	15.21'	C73	60°02'54"	85.00'	89.08'	N47°11'21"E	85.06'	49.12'
C2	21°15'47"	370.00'	137.31'	N42°25'57"W	136.52'	69.45'	C74	57°18'57"	85.00'	85.03'	S74°07'44"E	81.53'	46.45'
C3	10°51'31"	370.00'	70.12'	N26°30'39"W	70.02'	35.17'	C75	31°19'15"	85.00'	46.47'	S29°48'38"E	45.89'	23.83'
C4	89°55'23"	15.00'	23.54'	N24°01'26"E	21.20'	14.98'	C76	24°27'28"	85.00'	36.28'	N71°47'49"W	36.01'	18.42'
C5	89°51'18"	15.00'	23.52'	N66°07'43"W	21.19'	14.96'	C77	33°23'29"	85.00'	49.54'	S79°16'43"W	48.84'	25.49'
C6	26°21'58"	80.00'	36.81'	S24°25'16"W	36.49'	18.74'	C78	2°11'55"	830.00'	31.85'	N66°52'58"W	31.85'	15.93'
C7	58°27'14"	25.00'	25.51'	N81°27'48"W	24.41'	13.99'	C79	5°26'28"	830.00'	78.82'	N70°42'09"W	78.79'	39.44'
C8	27°15'42"	80.00'	38.06'	S65°45'10"E	37.71'	19.40'	C80	1°50'08"	270.00'	8.65'	S72°30'20"E	8.65'	4.33'
C9	58°42'22"	25.00'	25.62'	N49°59'34"W	24.51'	14.06'	C81	28°12'47"	270.00'	132.95'	S57°28'52"E	131.61'	67.85'
C10	58°02'47"	25.00'	25.33'	S08°15'49"W	24.26'	13.87'	C82	15°38'50"	330.00'	90.12'	S65°35'59"E	89.84'	45.34'
C11	26°26'48"	80.00'	36.93'	N24°21'23"E	36.60'	18.80'	C83	14°24'06"	330.00'	82.95'	S50°34'31"E	82.73'	41.69'
C12	58°18'10"	25.00'	25.44'	S40°12'25"W	24.36'	13.94'	C84	4°37'52"	570.00'	46.07'	N44°18'36"E	46.06'	23.05'
C13	23°39'17"	570.00'	235.33'	S34°47'53"W	233.66'	119.36'	C85	5°53'53"	570.00'	58.68'	N39°02'44"E	58.65'	29.36'
C14	17°35'59"	370.00'	113.65'	S60°42'14"W	113.21'	57.28'	C86	72°10'19"	60.00'	75.58'	N61°06'07"W	70.68'	43.73'
C15	17°35'59"	430.00'	132.08'	S60°42'14"W	131.57'	66.57'	C87	13°18'58"	230.00'	53.45'	N31°53'51"W	53.33'	26.85'
C16	16°53'41"	430.00'	126.79'	N60°21'04"E	126.33'	63.86'	C88	41°56'34"	60.00'	43.92'	S17°35'03"E	42.95'	23.00'
C17	16°53'41"	370.00'	109.10'	N60°21'04"E	108.71'	54.95'	C89	17°22'05"	85.00'	25.77'	N05°17'48"W	25.67'	12.98'
C18	51°38'01"	60.00'	54.07'	S42°58'54"W	52.26'	29.03'	C90	51°38'01"	60.00'	54.07'	S11°50'10"W	52.26'	29.03'
C19	148°41'06"	85.00'	220.58'	S88°29'33"E	163.69'	303.26'	C91	20°27'25"	260.00'	92.83'	S47°52'52"W	92.34'	46.91'
C20	51°38'01"	60.00'	54.07'	N39°58'00"W	52.26'	29.03'	C92	3°16'49"	320.00'	18.32'	S15°57'24"W	18.32'	9.16'
C21	51°38'01"	60.00'	54.07'	S85°23'05"E	52.26'	29.03'	C93	13°29'35"	320.00'	75.36'	S24°20'36"W	75.18'	37.85'
C22	57°50'57"	85.00'	85.82'	N88°29'33"W	82.22'	46.97'	C94	29°43'37"	230.00'	119.33'	S78°14'16"W	118.00'	61.04'
C23	51°38'01"	60.00'	54.07'	N88°23'59"E	52.26'	29.03'	C95	9°59'57"	230.00'	40.14'	N81°53'57"W	40.09'	20.12'
C24	7°38'23"	770.00'	102.67'	N69°36'12"W	102.59'	51.41'	C96	14°28'25"	170.00'	42.94'	S70°36'40"W	42.83'	21.59'
C25	7°38'23"	830.00'	110.67'	N69°36'12"W	110.59'	55.42'	C97	25°15'10"	170.00'	74.93'	N89°31'33"W	74.32'	38.08'
C26	30°02'55"	330.00'	173.07'	S58°23'56"E	171.09'	88.57'	C98	21°56'03"	230.00'	88.05'	S87°51'59"E	87.51'	44.57'
C27	30°02'55"	270.00'	141.60'	S58°23'56"E	139.98'	72.47'	C99	23°00'48"	230.00'	92.38'	N69°39'35"E	91.76'	46.82'
C28	90°00'00"	15.00'	23.56'	N88°22'28"W	21.21'	15.00'	C100	21°12'11"	230.00'	85.11'	N47°33'06"E	84.63'	43.05'
C29	90°00'00"	15.00'	23.56'	S01°37'32"W	21.21'	15.00'	C101	4°02'06"	530.00'	37.33'	N24°36'29"W	37.32'	18.67'
C30	10°31'45"	630.00'	115.77'	N41°21'39"E	115.61'	58.05'	C102	2°44'54"	530.00'	25.42'	N21°12'59"W	25.42'	12.71'
C31	10°31'45"	570.00'	104.75'	N41°21'39"E	104.60'	52.52'	C103	73°01'50"	60.00'	76.48'	N31°19'14"W	71.40'	44.42'
C32	21°46'48"	270.00'	102.64'	N25°12'23"E	102.02'	51.94'	C104	64°26'19"	60.00'	67.48'	N37°24'51"E	63.98'	37.81'
C33	16°46'24"	320.00'	93.68'	S22°42'11"W	93.35'	47.18'	C105	61°31'10"	60.00'	64.42'	S79°36'25"E	61.37'	35.71'
C34	46°18'54"	60.00'	48.50'	N07°55'56"E	47.19'	25.66'	C106	78°14'55"	60.00'	81.94'	S09°43'22"E	75.72'	48.80'
C35	104°30'41"	85.00'	155.05'	S37°01'50"W	134.43'	109.80'	C107	36°01'35"	270.00'	169.77'	S43°30'48"E	166.99'	87.80'
C36	51°38'01"	60.00'	54.07'	N63°28'10"E	52.26'	29.03'	C108	11°28'18"	270.00'	54.06'	S67°15'45"E	53.97'	27.12'
C37	20°27'25"	320.00'	114.25'	S47°52'52"W	113.65'	57.74'	C109	19°13'43"	330.00'	110.75'	S35°06'52"E	110.23'	55.90'
C38	21°46'48"	330.00'	125.44'	N25°12'23"E	124.69'	63.49'	C110	24°46'50"	330.00'	142.73'	S57°07'09"E	141.62'	72.50'
C39	12°15'09"	260.00'	55.60'	S20°26'33"W	55.49'	27.91'	C111	3°29'20"	330.00'	20.09'	S71°15'14"E	20.09'	10.05'
C40	5°15'53"	470.00'	43.19'	S60°44'31"W	43.17'	21.61'	C112	2°32'55"	470.00'	20.91'	N71°43'27"W	20.90'	10.45'
C41	5°15'53"	530.00'	48.70'	S60°44'31"W	48.68'	24.37'	C113	12°31'37"	470.00'	102.76'	N64°11'11"W	102.55'	51.59'
C42	90°00'00"	15.00'	23.56'	N71°37'32"W	21.21'	15.00'	C114	1°44'27"	530.00'	16.10'	N72°07'41"W	16.10'	8.05'
C43	90°00'00"	15.00'	23.56'	S18°22'28"W	21.21'	15.00'	C115	11°27'06"	530.00'	105.93'	N65°31'54"W	105.76'	53.14'
C44	39°43'34"	170.00'	117.87'	S83°14'15"W	115.52'	61.42'	C116	2°46'59"	530.00'	25.74'	N58°24'51"W	25.74'	12.87'
C45	39°43'34"	230.00'	159.47'	S83°14'15"W	156.30'	83.09'	C117	68°29'06"	60.00'	71.72'	N67°54'00"W	67.52'	40.84'
C46	66°09'02"	230.00'	265.55'	N70°01'31"E	251.04'	149.79'	C118	51°56'31"	60.00'	54.39'	N07°41'12"W	52.55'	29.23'
C47	66°09'16"	170.00'	196.28'	N70°01'24"E	185.56'	110.73'	C119	40°49'48"	60.00'	42.76'	N38°41'58"E	41.86'	22.33'
C48	6°37'04"	470.00'	54.29'	N23°19'00"W	54.26'	27.17'	C120	91°41'36"	60.00'	96.02'	S75°02'20"E	86.10'	61.80'
C49	6°47'01"	530.00'	62.75'	N23°14'02"W	62.71'	31.41'	C121	24°04'14"	60.00'	25.21'	S17°09'25"E	25.02'	12.79'
C50	49°24'33"	28.50'	24.58'	N04°41'49"E	23.82'	13.11'	C122	63°53'29"	60.00'	66.91'	N52°22'26"E	63.49'	37.41'
C51	47°59'38"	28.50'	23.87'	S43°50'20"E	23.18'	12.69'	C123	36°03'43"	60.00'	37.76'	S77°38'59"E	37.14'	19.53'
C52	277°14'15"	60.00'	290.32'	N70°46'58"E	79.33'	52.86'	C124	35°44'18"	60.00'	37.43'	S41°44'58"E	36.82'	19.34'
C53	60°48'42"	60.00'	63.68'	S56°58'29"W	60.73'	35.21'	C125	29°18'37"	60.00'	30.69'	S09°13'30"E	30.36'	15.69'
C54	4°34'07"	85.00'	6.78'	N85°05'47"E	6.78'	3.39'	C126	38°04'02"	60.00'	39.86'	S24°27'50"W	39.13'	20.70'
C55	47°29'53"	270.00'	223.83'	S49°14'57"E	217.48'	118.80'	C127	74°10'32"	60.00'	77.68'	S80°35'07"W	72.36'	45.36'
C56	47°29'53"	330.00'	273.57'	S49°14'57"E	265.80'	145.20'	C128	0°28'34"	770.00'	6.40'	N66°01'18"W	6.40'	3.20'
C57	15°58'32"	530.00'	147.78'	N65°00'38"W	147.30'	74.37'	C129	7°09'49"	770.00'	96.27'	N69°50'29"W	96.21'	48.20'
C58	15°04'32"	470.00'	123.66'	N65°27'38"W	123.31'	62.19'	C130	39°20'47"	85.00'	58.37'	S04°26'53"W	57.23'	30.39'
C59	45°07'11"	28.50'	22.44'	S79°34'57"E	21.87'	11.84'	C131	65°09'54"	85.00'	96.67'	S56°42'13"W	91.55'	54.32'
C60	52°48'04"	28.50'	26.26'	N31°31'20"W	25.34'	14.15'	C132	1°14'43"	320.00'	6.95'	S38°16'31"W	6.95'	3.48'
C61	277°01'15"	60.00'	290.10'	N36°22'04"E	79.50'	53.06'	C133	19°12'43"	320.00'	107.30'	S48°30'14"W	106.80'	54.16'
C62	48°37'21"	28.50'	24.19'	S44°44'21"W	23.47'	12.87'	C134	1°59'03"	330.00'	11.43'	N35°06'15"E	11.43'	5.71'
C63	48°37'21"	28.50'	24.19'	S86°38'18"E	23.47'	12.87'	C135	19°47'45"	330.00'	114.02'	N24°12'51"E	113.45'	57.58'
C64	277°14'42"	60.00'	290.33'	S20°56'58"E	79.32'	52.86'	C136	9°14'33"	470.00'	75.82'	N20°23'41"W	75.74'	37.99'
C65	10°08'35"	370.00'	65.50'	S64°25'57"W	65.41'	32.84'	C137	9°27'58"	530.00'	87.56'	N20°30'23"W	87.46'	43.88'
C66	7°27'25"	370.00'	48.15'	S55°37'57"W	48.12'	24.11'	C138	19°27'13"	233.00'	79.11'	S25°30'00"E	78.73'	39.94'
C67	9°05'44"	430.00'	68.26'	S64°57'22"W	68.19'	34.20'	C139	19°27'13"	173.00'	58.74'	S25°30'00"E	58.46'	29.65'
C68	8°30'16"	430.00'	63.82'	S56°09'22"W	63.77'	31.97'	C140	9°43'37"	470.00'	79.79'	N30°21'49"W	79.69'	39.99'
C69	14°39'11"	430.00'	109.97'	N59°13'49"E	109.67'	55.29'	C141	9°43'37"	530.00'	89.98'	N30°21'49"W	89.87'	45.10'
C70	2°14'30"	430.00'	16.82'	N67°40'40"E	16.82'	8.41'	C142	12°41'19"	233.00'	51.60'	S22°07'03"E	51.49'	25.91'
C71	14°41'02"	370.00'	94.82'	N59°14'45"E	94.57'	47.67'	C143	6°45'54"	233.00'	27.51'	S31°50'40"E	27.49'	13.77'
C72	2°12'38"	370.00'	14.28'	N67°41'36"E	14.27'	7.14'							

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	N43°51'07"E	66.63'
L2	N35°29'55"E	18.05'
L3	S53°07'46"E	54.82'
L4	S20°56'15"E	13.25'
L5	S20°56'26"E	60.00'
L6	S07°53'17"W	24.48'
L7	S40°18'10"W	24.43'
L8	S20°29'46"E	60.00'
L9	N68°53'47"E	60.00'
L10	N69°32'15"E	83.43'
L11	N22°58'15"E	55.78'
L12	N46°37'32"E	87.74'
L13	N43°22'28"W	60.00'
L14	N46°37'32"E	17.96'
L15	N43°22'28"W	11.15'
L16	N43°22'28"W	11.15'
L17	N46°37'32"E	29.17'
L18	N37°39'10"E	25.12'
L19	N37°39'10"E	25.12'
L20	S76°53'58"E	60.05'
L21	S76°53'58"E	60.05'
L22	S25°30'00"E	20.87'
L23	S25°30'00"E	20.87'

CULVERT TABLE

BLOCK	LOT	PIPE SIZE	INVERT ELEVATION
C	25	(2) 24"X 54'	1050.00
C	24	(2) 24"X 54'	1049.40

MINIMUM FINISHED FLOOR ELEVATIONS TABLE

BLOCK	LOT	M.F.F.E.
H	23	1027.50
H	24	1027.50
H	25	1025.70
H	26	1023.80
H	27	1023.80
H	28	1023.50

STREET LENGTH AND DESIGN SPEED TABLE

STREET NAME	LENGTH	DESIGN SPEED
BOLD SUNDOWN	2609'	25 MPH
UMBRELLA SKY	2348'	25 MPH
BUFFALO SPEEDWAY	954'	25 MPH
BRAVE COMPANY	368'	25 MPH
MESCALERO	352'	25 MPH
CLAIMJUMPER	326'	25 MPH

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

L:\15237-CLEARWATER RANCH SECTION 2\dwg\15237_GR-SEC 2-PLAT.dwg 6/14/2016 2:57:15 PM CDT

FINAL PLAT OF
CLEARWATER RANCH
PHASE TWO

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

THAT, LOOKOUT DEVELOPMENT GROUP, L.P., OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2007058807 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS CLEARWATER RANCH PHASE TWO.

6/9/16
DATE

WILLIAM R. HINCKLEY, PRESIDENT
LOOKOUT GROUP, INC.
GENERAL PARTNER LOOKOUT DEVELOPMENT GROUP, L.P.
WILLIAM R. HINCKLEY, OPERATING MANAGER
MORNINGSIDE LAND AND CATTLE CO., L.L.C.
GENERAL PARTNER KEY-DEER HOLDINGS, L.P.
2370 RICE BOULEVARD, SUITE 200
HOUSTON, TEXAS 77005

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, WILLIAM R. HINCKLEY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF June, 2016.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 12-2-18

KELLY ANN ATKIN
Notary Public, State of Texas
My Commission Expires
December 02, 2018

PLAT NOTES

1. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.

2. 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 REPRESENTATION BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND CONVEYED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.

3. A PORTION OF THIS PROPERTY LIES WITHIN ZONE "A" AS IDENTIFIED ON FEMA MAP PANEL NO. 48491C0250E, EFFECTIVE SEPTEMBER 26, 2008.

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

5. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.

   THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING TWO (2') FEET TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING, INC., PROJECT NO. 646-07-02, DATED MAY 12, 2015.

6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS OF WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.

7. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOTS WITHIN THIS SUBDIVISION EXCEPT FOR THE FOLLOWING:

   BLOCK A, LOTS 39, 40, 41 AND 42
   BLOCK B, LOTS 1, 2, 3, 8, 9 AND 10
   BLOCK C, LOTS 39, 40, 41 AND 42
   BLOCK G, LOT 1

   THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA. A FLOODPLAIN DEVELOPMENT PERMIT MAY BE REQUIRED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR THOSE LOTS LISTED ABOVE PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

1. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.

2. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES (OSSF).

BENCHMARK INFORMATION:

T.B.M #1 = PT. 513 - IRON ROD FOUND
N =10231868.02
E = 3050120.68
ELEV. = 1015.51

PER PROJECT LAYOUT & BENCHMARK MAP
OF CLEARWATER RANCH SUBDIVISION SECTION 1
BY HAYNIE CONSULTING, INC.
DATED 2-16-13

SURVEYING, LLC
1805 OUIDA DR.
AUSTIN, TEXAS 78728
PHONE: (512) 267-7430
FAX: (512) 836-8385
FIRM NO. 10032000

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, PHILLIP L. McLAUGHLIN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING, AND HEREBY STATE THAT THIS PLAT CONFORMS WITH APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND HEREBY CERTIFY THAT A SURVEY OF THE PROPERTY SHOWN HEREON WAS ACTUALLY MADE UPON THE GROUND UNDER MY DIRECTION AND SUPERVISION ON THE DATE SHOWN.

PHILLIP L. MCLAUGHLIN 06-01-16
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, BRIAN PARKER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY STATE THAT THIS PLAT CONFORMS WITH THE APPLICABLE ORDINANCES OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE LIMITS OF A 100 YEAR FLOOD PLAIN RECOGNIZED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PER FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48491C 0250E DATED SEPT. 26, 2008, UNLESS CONTAINED WITHIN DRAINAGE EASEMENTS SHOWN HEREON.

6/6/16
DATE:

BRIAN PARKER, P.E.
STATE OF TEXAS NO. 90248
KIMLEY-HORN
10814 JOLLYVILLE ROAD, AVALLON IV, SUITE 300
AUSTIN, TX 78759
512-418-4505

STATE OF TEXAS
BRIAN J. PARKER
90248
LICENSED
PROFESSIONAL ENGINEER

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 15th DAY OF June 2016 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. 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 06/24/2016
DEBORAH L. MARLOW, RS, OS0029596 DATE
ASSISTANT DEPUTY DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES SHOWN HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND 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

THE STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, NANCY RISTER, CLERK OF WILLIAMSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY

OFFICE ON THE _____ DAY OF _____, 20____, A.D. AT_____O'CLOCK___M., AND

DULY RECORDED ON THE _____ DAY OF _____. 20____, A.D. AT _____O'CLOCK

___M., OFFICIAL PUBLIC RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY

OF _____, 20____, A.D.

NANCY RISTER, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY_____
DEPUTY

Commissioners Court - Regular Session **14.**

Meeting Date: 07/12/2016

Florence Ranchettes - Final Plat

Submitted For: Joe England **Submitted By:** Stephen Jones-Meyer, Unified Road System

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the final plat for the Florence Ranchettes subdivision - Pct 3.

Background

This subdivision consists of 16 single family lots and no new public roads.

Fiscal Impact

From/To	Acct No.	Description	Amount

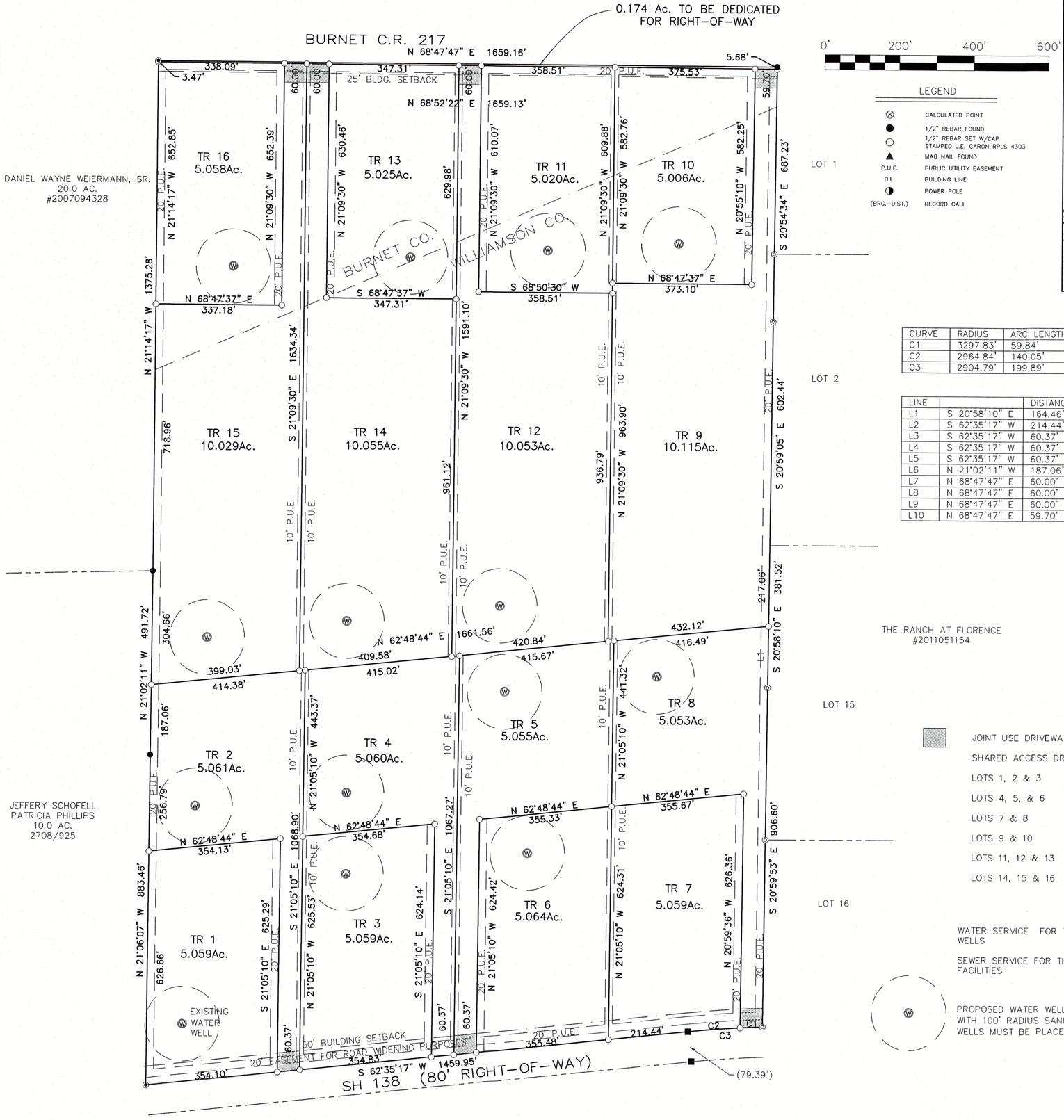
Attachments

Florence Ranchettes - Final Plat

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/30/2016 03:49 PM
Form Started By: Stephen Jones-Meyer		Started On: 06/30/2016 12:32 PM
Final Approval Date: 06/30/2016		

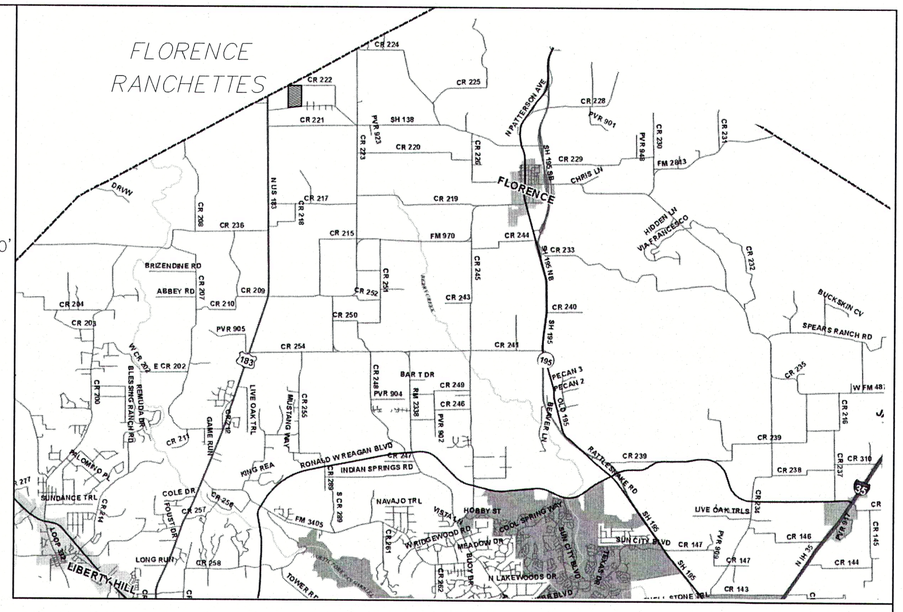
FLORENCE RANCHETTES
FINAL PLAT



0' 200' 400' 600'

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
◑	POWER POLE
(BRG.-DIST.)	RECORD CALL



FLORENCE RANCHETTES
FINAL PLAT

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS

THAT WE, FLORENCE RANCHETTES, LLC, A TEXAS LIMITED LIABILITY CO., ACTING HEREIN AND THROUGH BOYD DEVELOPMENT, INC., MANAGER, OWNERS OF 101.004 ACRES OF LAND OUT OF THE GEORGE PATILLO SURVEY, ABSTRACT NO. 505 IN WILLIAMSON COUNTY, TEXAS AND ABSTRACT 677 IN BURNET COUNTY, TEXAS AND AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2016044019, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS , DO HEREBY SUBDIVIDE SAID 101.004 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 FLORENCE RANCHETTES.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 27th DAY OF June, 2016.

BOYD DEVELOPMENT, INC.
GAVIN BOYD, PRESIDENT
P.O. BOX 431
CEDAR PARK, TEXAS 78630
713-398-9254
mrobertson@arcinvesting.com

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GAVIN BOYD, 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.

Susanna M Robertson
NOTARY PUBLIC, STATE OF TEXAS

SUSANNA M. ROBERTSON
MY COMMISSION EXPIRES
July 20, 2019

Susanna M. Robertson
NAME (PRINT)
MY COMMISSION EXPIRES:

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THERE PRESENTS:

THAT WE, SR1 FUND, LLC, A LIEN HOLDER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON, DO HEREBY JOIN, APPROVE, AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. WE DO HEREBY APPROVE OF THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS:

FLORENCE RANCHETTES

WITNESS MY HAND THIS THE 27 DAY OF JUNE, 2016, A.D.

B. K. Wee
BENJAMIN K. WILLIAMS
TRUSTEE - SR1 FUND, LLC
12710 RESEARCH BLVD., # 115
AUSTIN, TEXAS 78759

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BENJAMIN K. WILLIAMS, 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 CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 27th DAY OF June 2016, A.D.

Susanna M Robertson
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Susanna M. Robertson 7/20/2019
PRINTED NAME OF NOTARY / EXPIRES

SUSANNA M. ROBERTSON
MY COMMISSION EXPIRES
July 20, 2019

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.

THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

JAMES E. GARON
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

6-23-2016
DATE

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

06/27/2016
DATE

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 WILLIAMSON COUNTY FLOODPLAIN REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. WILLIAMSON COUNTY DISCLAIMS ANY RESPONSIBLITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITHIN IT.

FLOODPLAIN ADMINISTRATOR, WILLIAMSON COUNTY

6/29/16
DATE

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:

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.

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 48491C0075E, EFFECTIVE SEPTEMBER 26, 2008.

EDWARDS AQUIFER NOTE:
THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE.

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: ON-SITE PRIVATE WATER WELLS
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: PEDERNALES ELECTRIC COOPERATIVE

BEARING BASIS: TEXAS STATE PLANE, CENTRAL ZONE (NAD83)

DRIVEWAY NOTE:

ALL DRIVEWAYS HAVING DIRECT ACCESS TO STATE HIGHWAY 138 SHALL OBTAIN A DRIVEWAY PERMIT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT).

ON-SITE SEWAGE FACILITY NOTE:

ALL ON-SITE SEWAGE FACILITIES (OSSF) SHALL COMPLY WITH THE SETBACKS SHOWN ON PAGE 3, TABLE 1 OF THE ON-SITE SEWAGE FACILITY GUIDE FOR WILLIAMSON COUNTY, TEXAS.

ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 28th DAY OF June, 2016 A.D.

Teresa Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR

06/28/16
DATE

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 NOTES, 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
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE_____DAY 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

FLORENCE RANCHETTES
FINAL PLAT
PAGE 2 OF 2

FILE: Server\Co\Wm\Surveys\GEORGE PATILLO A505\23516

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

Commissioners Court - Regular Session **15.**

Meeting Date: 07/12/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the LR Williams Business Park subdivision - Pct 3

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 preliminary plat for the LR Williams Business Park subdivision - Pct 3.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LR Williams Business Park

Form Review

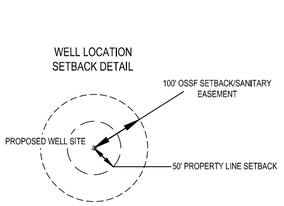
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Katheryn Cromwell		Started On: 07/06/2016 09:11 AM
Final Approval Date: 07/06/2016		

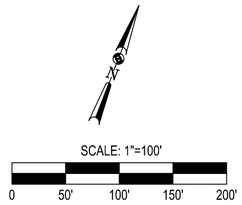
PRELIMINARY PLAT
L.R. WILLIAMS BUSINESS PARK

BEING A 24.289 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 24.289 ACRE TRACT BEING ALL OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

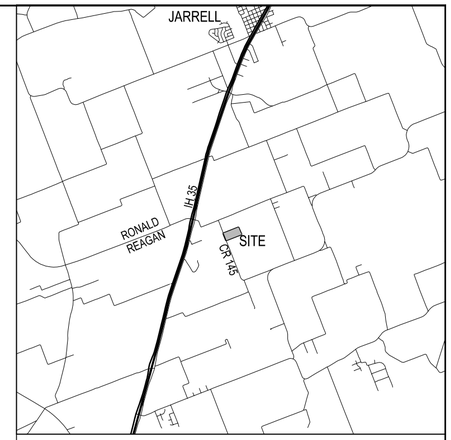
NOTES:
1) FIELD WORK PERFORMED ON: SEPTEMBER 2015
2) BASIS OF BEARING: NAD 83, TEXAS CENTRAL ZONE, STATE PLANED
3) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL SETBACKS, EASEMENTS, ENCUMBRANCES AND RESTRICTIONS MAY NOT BE SHOWN HEREON. THE SURVEYOR DID NOT COMPLETE AN ABSTRACT OF TITLE.

FEMA FLOOD PLAIN - ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0150E, EFFECTIVE DATE SEPTEMBER 26, 2008, THIS PROPERTY LIES IN ZONE X, WHICH IS DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 100 YEAR FLOOD PLAIN. THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP IS FOR USE IN ADMINISTERING THE NATIONAL FLOOD INSURANCE PROGRAM; IT DOES NOT NECESSARILY IDENTIFY ALL AREAS SUBJECT TO FLOODING, PARTICULARLY FROM LOCAL DRAINAGE SOURCES OF SMALL SIZE, OR ALL PLANIMETRIC FEATURES OUTSIDE SPECIAL FLOOD HAZARD AREAS. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES LOCATED THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THE FLOOD HAZARD AREA IS SUBJECT TO CHANGE AS DETAILED STUDIES OCCUR AND/OR WATERSHED OR CHANNEL CONDITIONS CHANGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

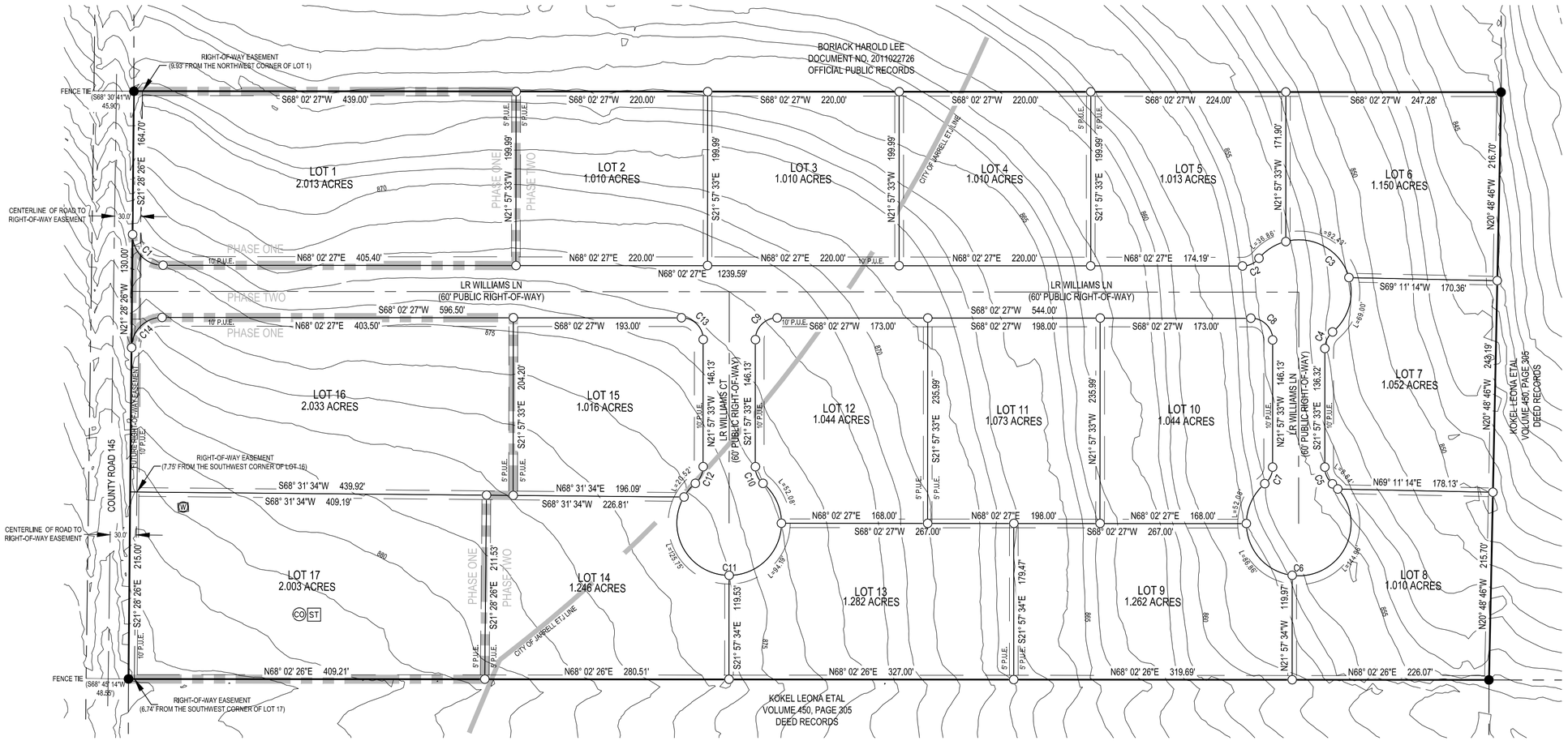




LEGEND
- (W) WELL
- (ST) SEPTIC TANK
- (CO) SANITARY SEWER CLEANOUT
- PHASE LINE



LOCATION MAP: 1 =10,000'



CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	35.00'	55.27'	90°29'08"	S66° 42' 59"E	49.71'
C2	25.00'	21.68'	49°40'47"	N43° 12' 03"E	21.00'
C3	60.00'	198.30'	189°21'34"	S66° 57' 33"E	119.60'
C4	25.00'	21.68'	49°40'47"	S02° 52' 50"W	21.00'
C5	25.00'	21.68'	49°40'47"	S46° 47' 57"E	21.00'
C6	60.00'	292.54'	279°21'34"	S68° 02' 27"W	77.65'
C7	25.00'	21.68'	49°40'47"	N02° 52' 50"E	21.00'
C8	25.00'	39.27'	90°00'00"	N66° 57' 33"W	35.36'
C9	25.00'	39.27'	90°00'00"	S23° 02' 27"W	35.36'
C10	25.00'	21.68'	49°40'47"	S46° 47' 57"E	21.00'
C11	60.00'	292.54'	279°21'34"	S68° 02' 27"W	77.65'
C12	25.00'	21.68'	49°40'47"	N02° 52' 50"E	21.00'
C13	25.00'	39.27'	90°00'00"	N66° 57' 33"W	35.36'
C14	35.00'	54.68'	89°30'52"	S23° 17' 01"W	49.29'

Driveway Culvert Table

LOT NUMBER	CULVERT DIA (IN)	CULVERT LENGTH (FT)	INVERT UP (ft)	INVERT DOWN (FT)
1	18	22	870.30	869.75
16	18	22	879.95	879.40
17	18	22	883.20	882.30

NOTES:
1. CONTRACTOR SHALL PLACE THE DRIVEWAY CULVERT WITHIN EXISITNG BARDITCH FLOW LINE AND PROVIDE A MINIMUM LENGTH OF 22 FEET PER WILLIAMSON COUNTY REQUIREMENTS.
2. EXACT DRIVEWAY LOCATION MAY AFFECT FINAL CULVERT INSTALATION.

ENGINEER
MATKIN HOOVER ENGINEERING
8 SPENCER ROAD, SUITE 100
GEORGETOWN, TEXAS, 78006
830-249-0600

OWNER/AGENT
SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK LLC
P.O. BOX 872
THORNDALE, TEXAS, 76577
512-786-2570

QUICK INC. LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR. SUITE 212, BOX 228, GEORGETOWN, TX 78633

REVISION DATE: JUNE 30, 2016

JOB NO. 15-2123

SHEET 1 OF 2

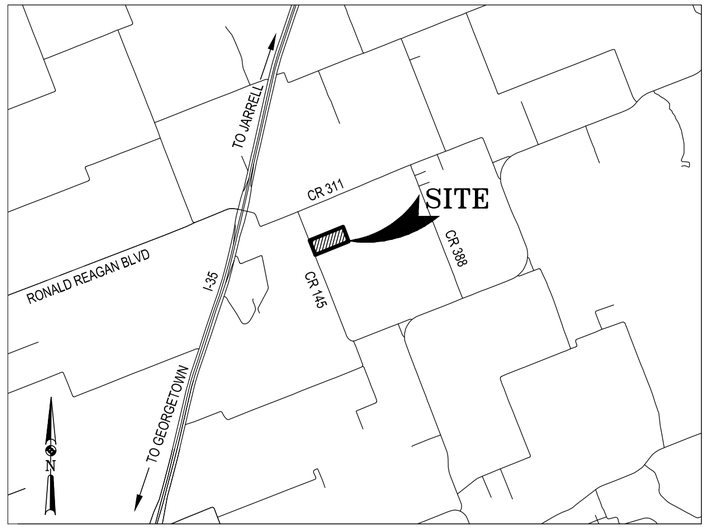
PRELIMINARY PLAT FOR ESTABLISHING L.R. WILLIAMS BUSINESS PARK

BEING A 24.289 ACRE TRACT OF LAND LOCATED IN THE JOHN H. ESTEP SURVEY, ABSTRACT NO. 219, WILLIAMSON COUNTY, TEXAS, SAID 24.289 ACRE TRACT BEING ALL OF THAT CALLED 24.292 ACRE "TRACT 3" RECORDED IN DOCUMENT NO. 2013107847, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

NOTES:

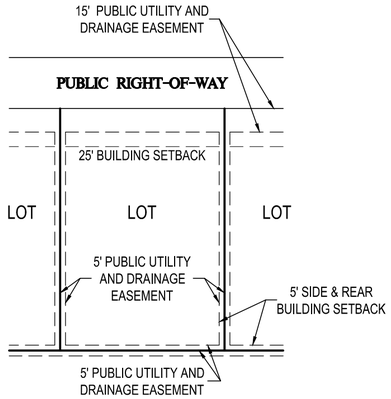
1. ACREAGE OF SUBDIVISION = 24.29 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.25 AC/LOT.
2. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO.48491C0275E SEPTEMBER 26, 2008 (REVISED 1/11/2010) FOR WILLIAMSON COUNTY, TEXAS. 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 FLOOD PLAIN BOUNDARIES IN THIS AREA.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JARRELL SCHWERTNER WSC OR INDIVIDUAL WELL.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY BARTLETT ELECTRIC COOPERATIVE.
6. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
7. A FIFTEEN (15) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOMESITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG." PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, NAD 83 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. 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.
13. 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 THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
15. 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.
16. ALL LOT OWNERS IN THIS SUBDIVISION WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT PRIOR TO CONSTRUCTION. THE SUBDIVISION DEVELOPER WILL BE HELD RESPONSIBLE TO NOTIFY BUILDERS AND LOT OWNERS OF THIS REQUIREMENT.
17. NO LOT DEVELOPMENT IS PROPOSED WITH THIS PLAT.
18. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
19. NO PORTION OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

NEW RESIDENTIAL LOTS: 17



VICINITY MAP

NOT TO SCALE



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

REGISTERED PROFESSIONAL LAND SURVEYOR
TRAVIS QUICKSALL, R.P.L.S.

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. NO PART OF THIS TRACT IS LOCATED WITHIN EDWARDS AQUIFER CONTRIBUTING ZONE NOR THE RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON)(

I, SISSY WILLIAMS, OWNER'S AGENT AND GENERAL PARTNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2013107847 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS LR WILLIAMS BUSINESS PARK .

TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF _____, 20___.

OWNER: SISSY WILLIAMS

OWNER'S AGENT/GENERAL PARTNER:
MS. SISSY WILLIAMS
P.O. BOX 91
THORNDALE, TX 76577

BEFORE ME, THE ABOVE AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ , KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THIS FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. AND SEAL OF OFFICE THIS _____ DAY OF _____ ,2016.

NOTARY PUBLIC
STATE OF TEXAS

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

DEBORAH L. MARLOW, RS, OS0029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE ____ DAY OF _____ , 20___ A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

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

DATED THIS _____ DAY OF _____ , 2016.

BY:

DAN A. GATTIS, COUNTY JUDGE
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS)(
)(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON)(

I, _____ , COUNTY CLERK OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D.,2015, AT _____O'CLOCK, ___M AND DULY RECORDED THIS DAY OF _____ , 2016 , AD, AT _____ O'CLOCK ___M, IN THE PLAT RECORDS OF SAID COUNTY.

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:_____ DEPUTY

OWNER/DEVELOPER:
MS. SISSY WILLIAMS
LR WILLIAMS BUSINESS PARK, LLC
P.O. BOX 91
THORNDALE, TEXAS 76577
(512) 786-2570

SURVEYOR:
QUICK INC.
C/O TRAVIS QUICKSALL, R.P.L.S.
3305 SHELL ROAD
GEORGETOWN, TEXAS 78628
OFF: (512) 915-4950
TQUICKSALL@QUICK-INC.NET

AGENT/ENGINEER:
MATKIN HOOVER
C/O GARRETT D. KELLER, P.E.
3305 SHELL ROAD, SUITE 100
GEORGETOWN, TEXAS 78628
OFF: (512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
P.O. BOX 54
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099
TEXAS REGISTERED ENGINEERING FIRM F-004512
TEXAS REGISTERED SURVEYING FIRM F-10024000
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

DATE: JUNE 30, 2016

JOB NO. 2754.00

Commissioners Court - Regular Session **16.**

Meeting Date: 07/12/2016

application for personnel

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on an Application to Employ Personnel for County Court at Law #2.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

cclaw2.aep

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	06/28/2016 08:10 AM
Form Started By: Rebecca Clemons		Started On: 06/24/2016 08:42 AM
Final Approval Date: 06/28/2016		

APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

To the Honorable Commissioners Court of Williamson County)

I Laura Barker, County Court at Law #2 Judge of Williamson County, Texas, hereby make application for authority to employ the following personnel:

Proposed Effective Date	Name and Position	Proposed Salary
6/20/16	Flor A. Salas Court Admin.	$47,052.29
6/20/16	Kevin J. Kracht, Office Spec.	$37,225.30
6/20/16	Carrie Townsend, Court Reporter	$94,807.48

Date: 6/23/16

Laura Barker

Commissioners Court - Regular Session **17.**

Meeting Date: 07/12/2016

WCEMS newest members recognition

Submitted For: Kenny Schnell **Submitted By:** Kenny Schnell, EMS

Department: EMS

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on recognizing the newest members of Williamson County EMS.

Background

WCEMS would like to recognize our newest members of Williamson County EMS and their successful completion of the training academy phase I.

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	06/28/2016 11:34 AM
Form Started By: Kenny Schnell		Started On: 06/28/2016 09:34 AM
Final Approval Date: 06/28/2016		

Commissioners Court - Regular Session **18.**

Meeting Date: 07/12/2016

Quality Texas Foundation - Pioneer Level Award 2016

Submitted For: Scott Parker **Submitted By:** Scott Parker, Emergency Communications

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging Williamson County Emergency Communications as the recipient of the 2016 Texas Quality Foundation Pioneer Level Award

Background

The Quality Texas Foundation would like to recognize Emergency Communication for their continued work, training, and commitment to improving the overall quality of service and care to the people of this community and the agencies served. The Pioneer Level Award is the first level of recognition in the Malcolm Baldrige National Quality Award process.

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	07/01/2016 10:52 AM
Form Started By: Scott Parker		Started On: 06/30/2016 04:07 PM
Final Approval Date: 07/01/2016		

Commissioners Court - Regular Session **19.**

Meeting Date: 07/12/2016

Recognition of for ARES in WCEC Communications Exercise

Submitted For: Scott Parker **Submitted By:** Scott Parker, Emergency Communications

Department: Emergency Communications

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the recognition of the Williamson County Amateur Radio Emergency Services.

Background

The Williamson County Amateur Radio Emergency Services volunteer organization was a key part of the success of the Williamson County Emergency Communications Exercise June 23-25, 2016. The exercise demonstrated the ability of WCEC to operate and communicate from outside of the Emergency Services Operations Center. This exercise was a part of our Continuity of Operations Plan which integrates our ARES volunteers into this type of operation.

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	07/07/2016 11:34 AM
Form Started By: Scott Parker		Started On: 07/07/2016 10:43 AM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **20.**

Meeting Date: 07/12/2016

County Burn Ban

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 in the issuance of a county burn ban. .

Background

Extreme temperatures and a lack of adequate rainfall has resulted in an increase in outside fire response in Williamson County.

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	07/07/2016 10:29 AM
Form Started By: Jarred Thomas		Started On: 07/07/2016 08:42 AM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **21.**

Meeting Date: 07/12/2016

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	06/21/2016 03:09 PM
Form Started By: Lydia Linden		Started On: 06/21/2016 08:54 AM
Final Approval Date: 06/21/2016		

Commissioners Court - Regular Session **22.**

Meeting Date: 07/12/2016

Road Bond and Pass Through Financing Construction Summary Report

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge the July 2016 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

July 2016 CSR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:34 AM
Form Started By: Dawn Haggard		Started On: 07/07/2016 10:41 AM
Final Approval Date: 07/07/2016		

ROAD BOND & PASS THROUGH FINANCING

Construction Summary Report

WILLIAMSON COUNTY
1848

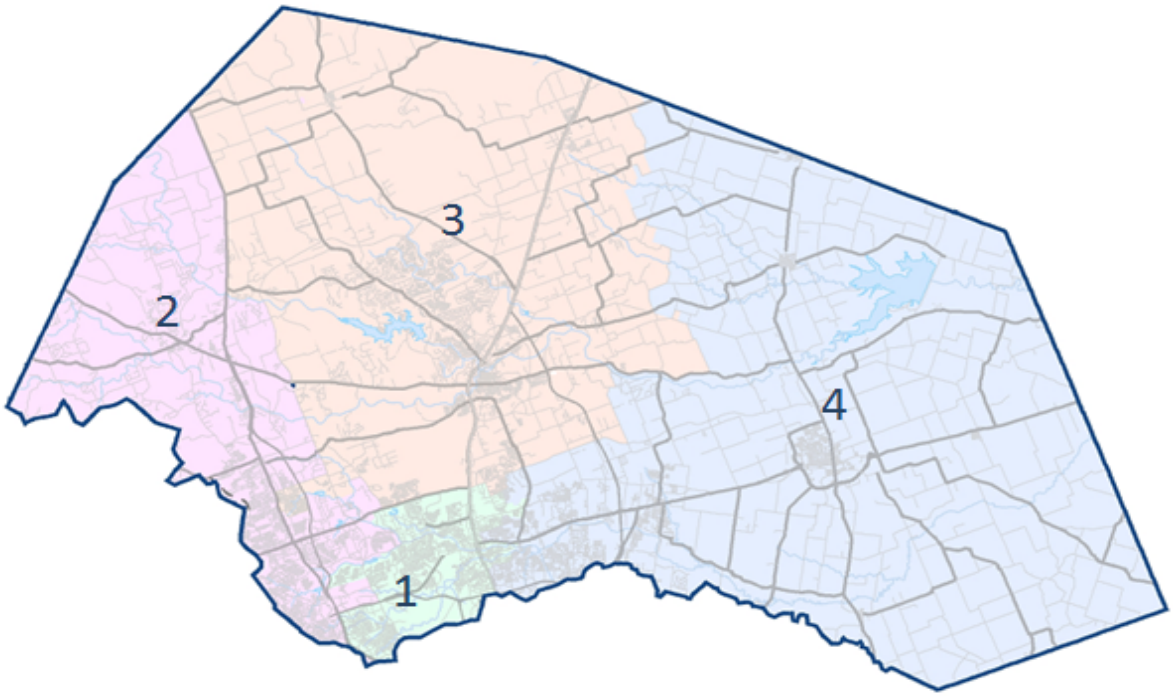
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Ron Morrison

July 2016

WWW.ROADBOND.ORG

Volume XV - Issue No.07



Presented By:

PRIME STRATEGIES, INC.

HNTB

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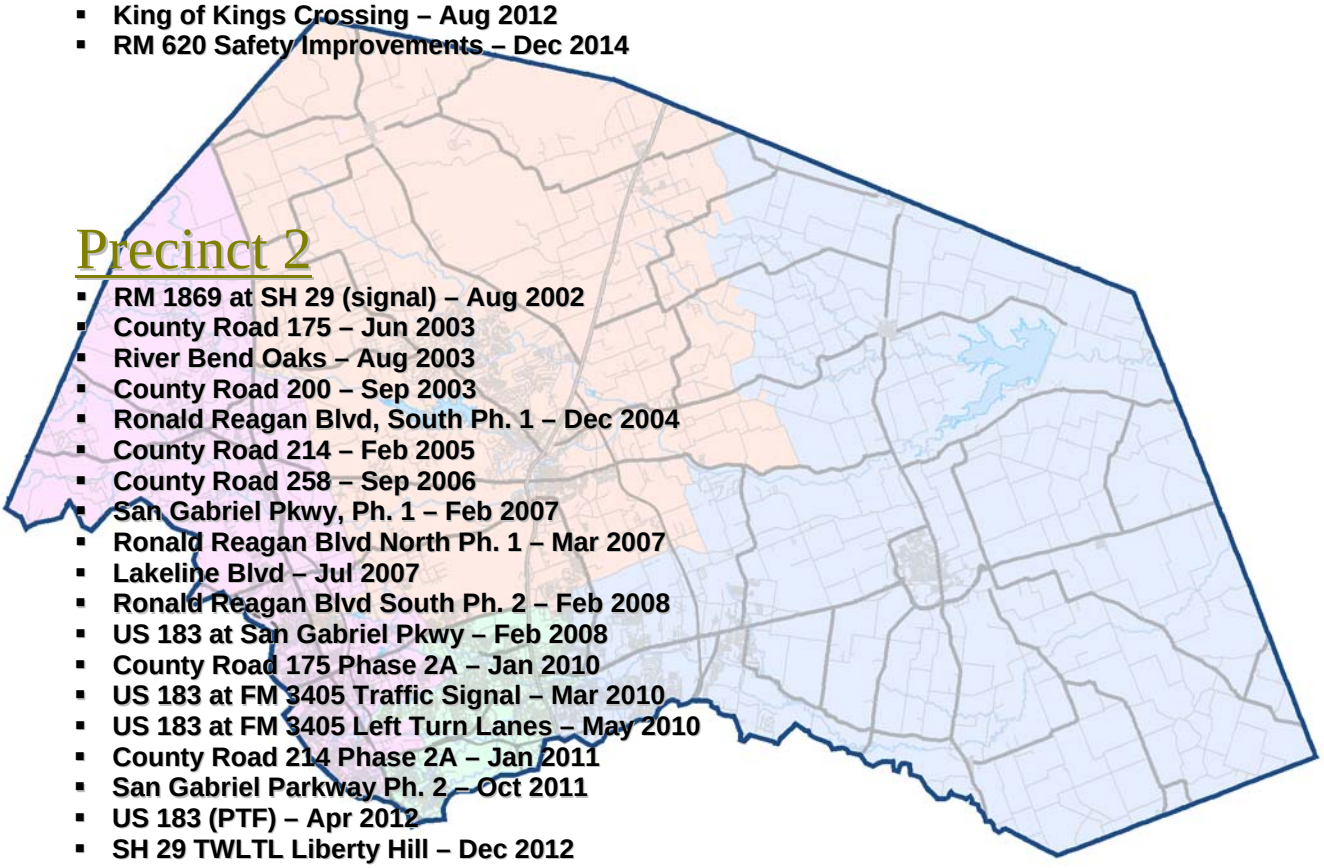
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2016

Precinct 1

- **Pond Springs Road (signal) – Jul 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**



Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **County Road 175 – Jun 2003**
- **River Bend Oaks – Aug 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at San Gabriel Pkwy – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**

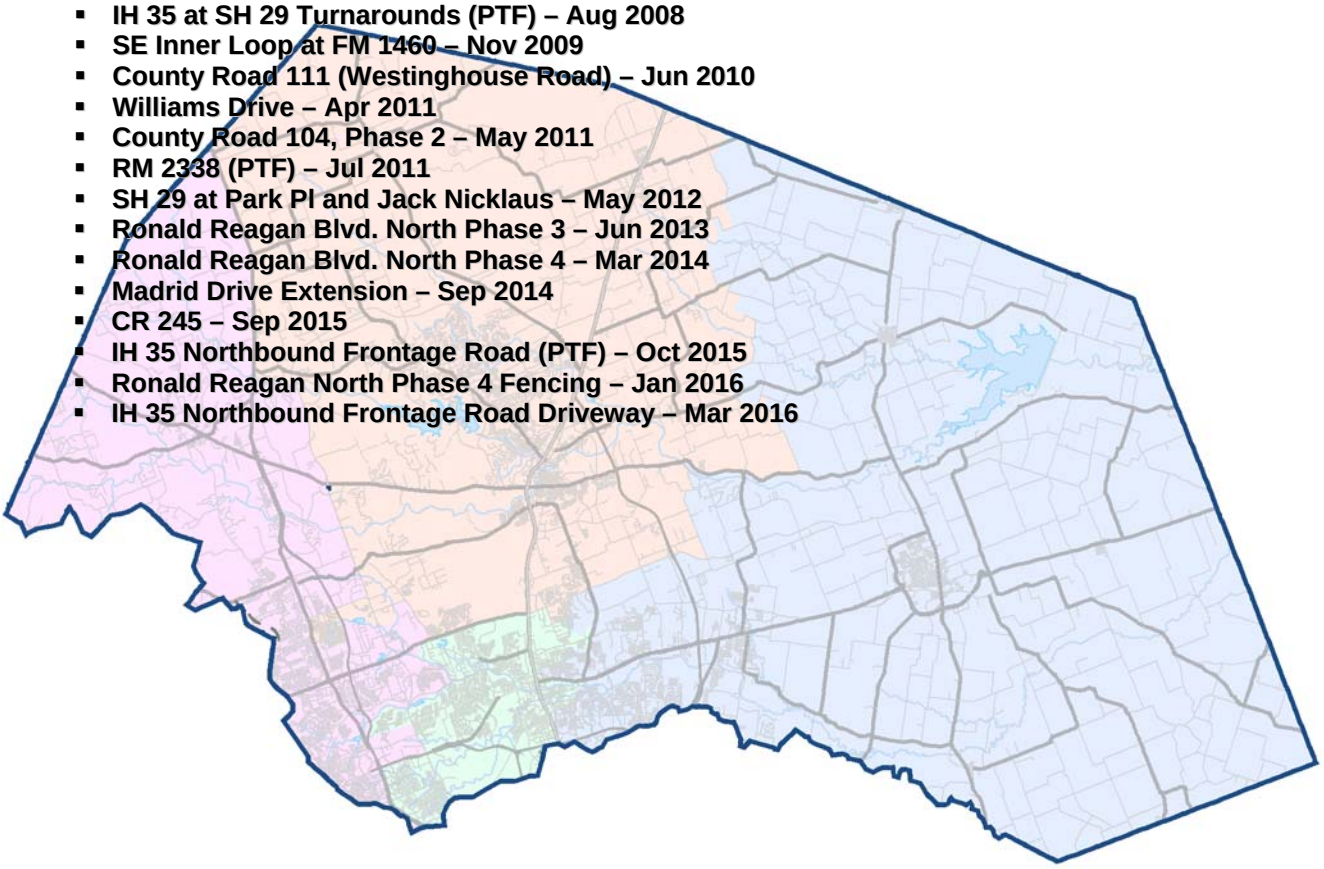
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2016

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop Project 2 – Jun 2004**
- **Georgetown Inner Loop East Extension – Aug 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relocation for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 Northbound Frontage Road Driveway – Mar 2016**



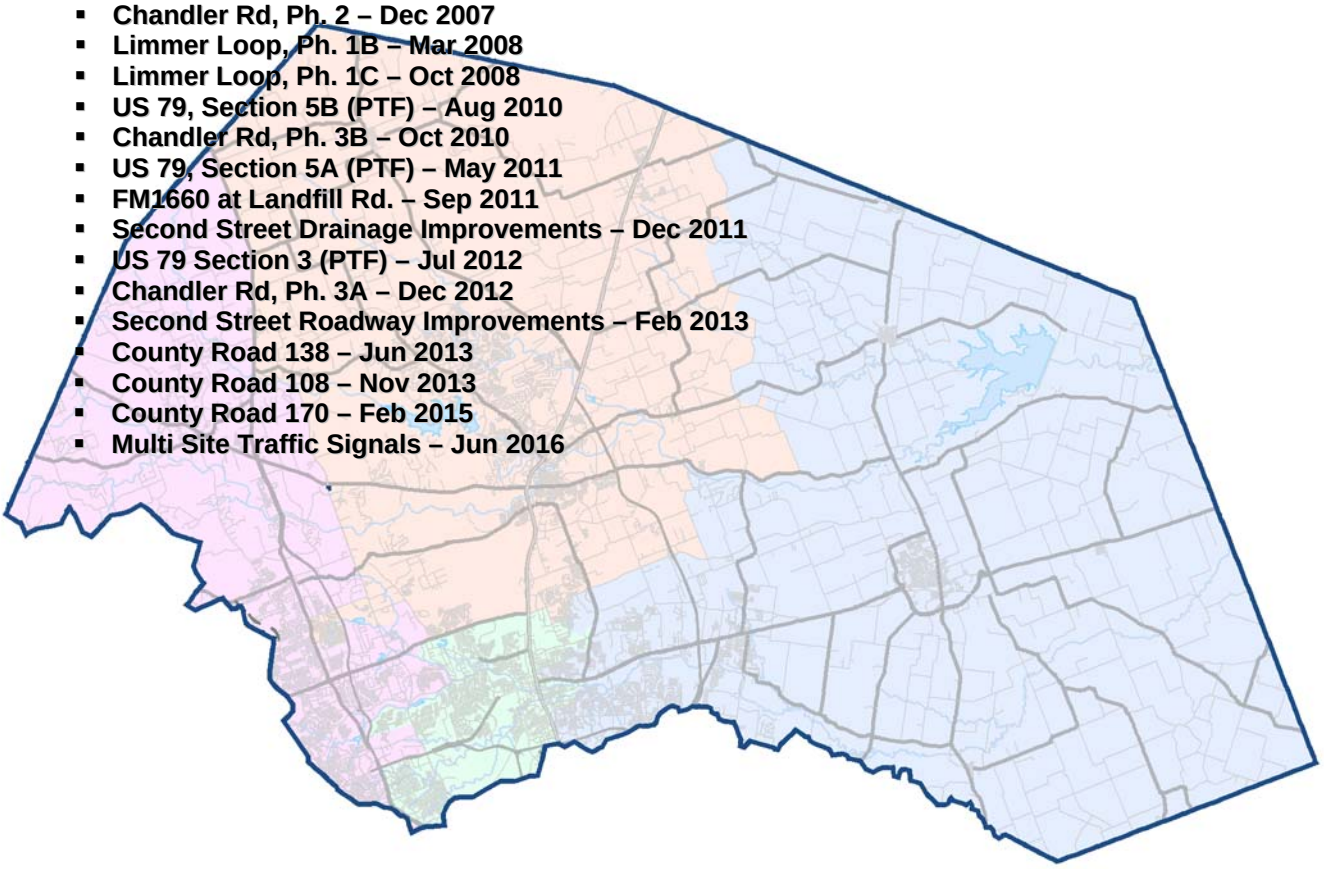
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

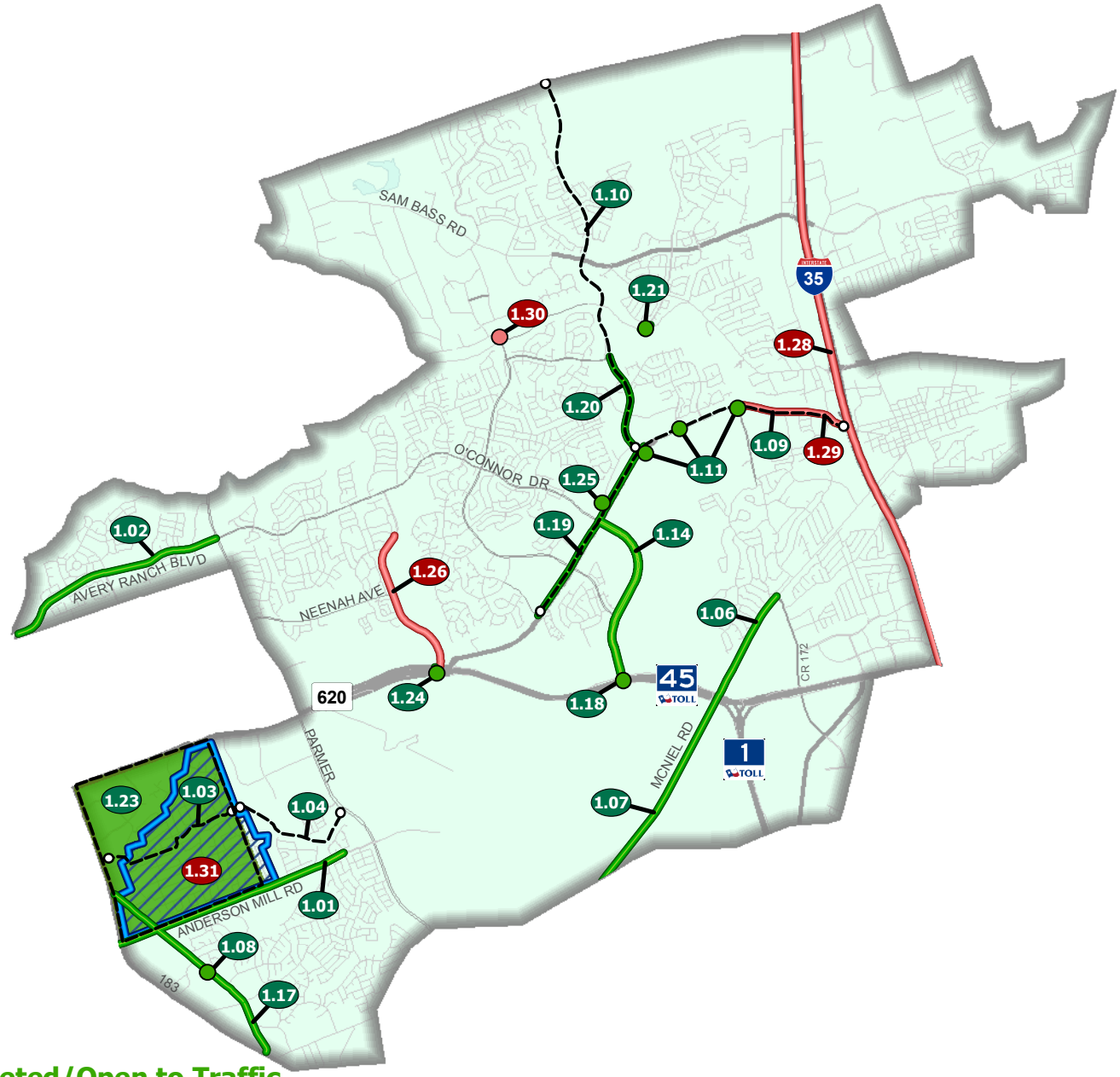
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF JUNE 2016

Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 368 and 369 – Nov 2002**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge Replacement – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Improvements – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Improvements – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi Site Traffic Signals – Jun 2016**



2006 Road Bond Program Projects
Precinct 1 - Commissioner Birkman



Completed/Open to Traffic

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage – Phase 1
1.04 Lake Creek Drainage – Phase 2
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility Study
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements – Phase 1
1.14 O'Connor Extension
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.19 RM 620 (Cornerwood Dr. to Wyoming Springs)
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Study
1.25 King of Kings Crossing
1.24 Pearson Ranch Underpass at SH 45/ RM 620

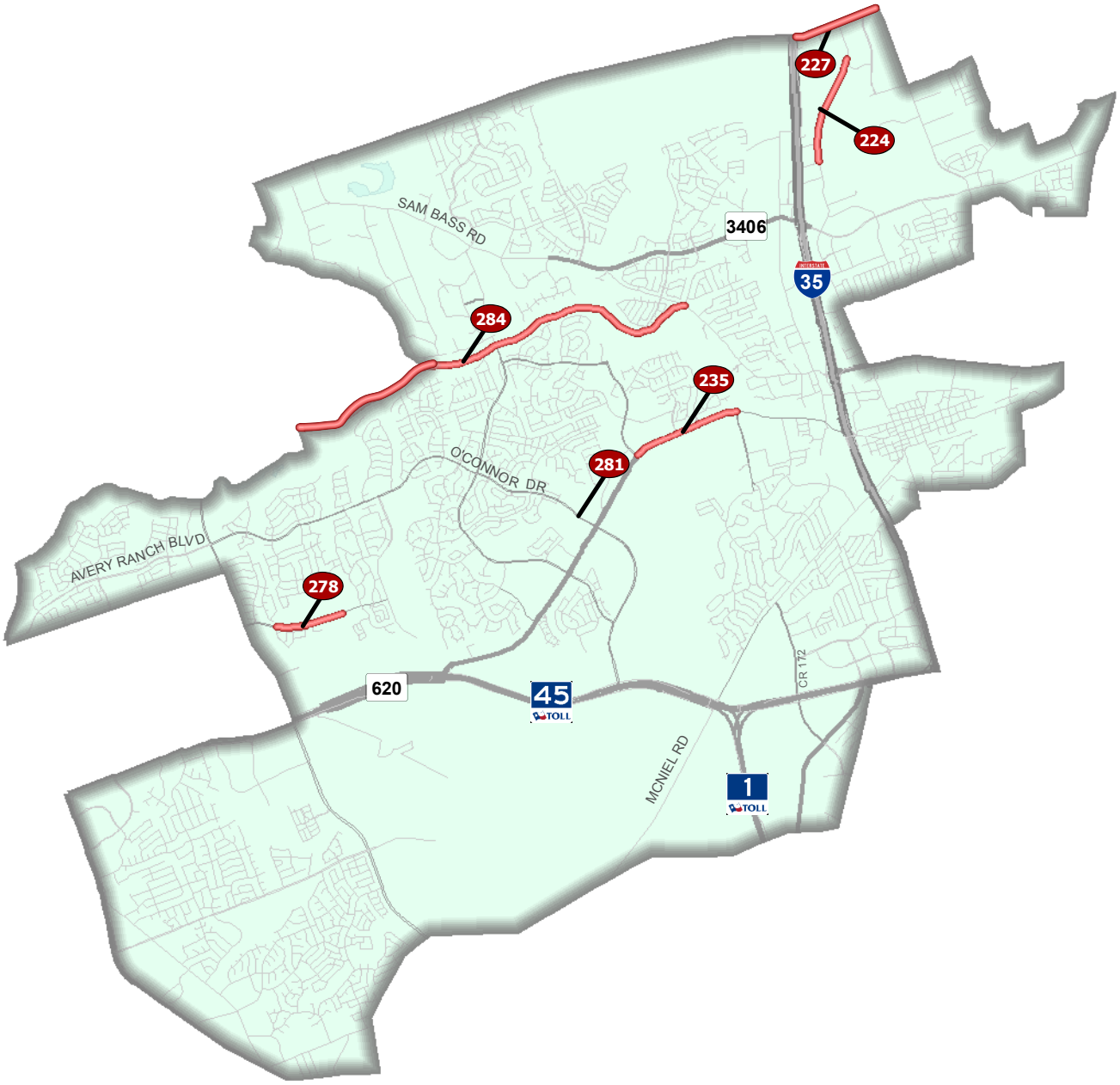
Under Construction/Bidding

1.31 Forest North Drainage Improvements - Phase 1

In Design

1.26 Pearson Ranch Road
1.28 IH 35 Operational Analysis
1.29 RM 620 (IH 35 to Deep Wood Dr.)
1.30 Great Oaks at Brushy Creek
1.31 Forest North Drainage Improvements - Phase 2

2013 Road Bond Program Projects
Precinct 1 - Commissioner Birkman



In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)
227 University Blvd Widening (IH 35 to Sunrise Rd.)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to end)
281 O'Connor Drive North of RM 620 (Traffic Study)
284 Hairy Man Rd/Brushy Creek Rd Safety Improvements (Arrowhead Trail to Sam Bass Road)

RM 620 Safety Improvements (Cornerwood to Wyoming Springs)
Project No. 12IFB00036 Original Contract Price = $11,281,112.60

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
10/17/2012	12/4/2012	2/4/2013	2/7/2013	12/4/2014			587	62	649

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	2/11/2013	2/28/2013	10	$480,434.00	$480,434.00	4	2
2	3/1/2013	3/31/2013	31	$282,266.70	$762,700.70	6	6
3	4/1/2013	4/30/2013	30	$653,237.30	$1,415,938.00	12	11
4	5/1/2013	5/31/2013	31	$719,137.75	$2,135,075.75	18	16
5	6/1/2013	6/30/2013	30	$745,487.08	$2,880,562.83	24	20
6	7/1/2013	7/31/2013	31	$408,509.40	$3,289,072.23	28	25
7	8/1/2013	8/31/2013	31	$424,063.01	$3,713,135.24	31	30
8	9/1/2013	9/30/2013	30	$360,790.23	$4,073,925.47	34	35
9	10/1/2013	10/31/2013	31	$828,037.80	$4,901,963.27	41	39
10	11/1/2013	11/30/2013	30	$402,459.60	$5,304,422.87	45	44
11	12/1/2013	12/31/2013	31	$232,615.66	$5,537,038.53	47	49
12	1/1/2014	1/31/2014	31	$416,070.79	$5,953,109.32	50	53
13	2/1/2014	2/28/2014	28	$381,427.58	$6,334,536.90	54	58
14	3/1/2014	3/31/2014	31	$446,512.67	$6,781,049.57	57	63
15	4/1/2014	4/30/2014	30	$345,178.65	$7,126,228.22	60	67
16	5/1/2014	5/31/2014	31	$449,466.57	$7,575,694.79	64	72
17	6/1/2014	6/30/2014	30	$478,909.98	$8,054,604.77	68	77
18	7/1/2014	7/31/2014	31	$271,988.48	$8,326,593.25	70	81
19	8/1/2014	8/31/2014	31	$806,486.83	$9,133,080.08	77	86
20	9/1/2014	9/30/2014	30	$692,296.92	$9,825,377.00	83	91
21	10/1/2014	10/31/2014	31	$1,378,396.96	$11,203,773.96	95	96
22	11/1/2014	11/30/2014	30	$159,808.69	$11,363,582.65	96	100
23	12/1/2014	12/31/2014	4	$51,645.63	$11,415,228.28	96	101
24	1/1/2015	1/30/2015	0	$195,116.44	$11,610,344.72	98	101
25	2/1/2015	2/28/2015	0	$21,727.30	$11,632,072.02	98	101
26	3/1/2015	3/31/2015	0	$29,302.50	$11,661,374.52	99	101
27	7/1/2015	7/31/2015	0	$75,259.28	$11,736,633.80	99	101
28	8/1/2015	8/31/2015	0	$18,005.50	$11,754,639.30	99	101
29	9/1/2015	9/30/2015	0	$59,766.33	$11,814,405.63	100	101
30	10/1/2015	10/31/2015	0	$21,450.00	$11,835,855.63	100	101

7/1/2016 Comments - Coordinating with the Contractor for the final lien waivers.

Change Order Number	Approved	Cost This CO	Total COs
01	8/13/2013	55,261.60	55,261.60

3F: County Convenience. Additional work desired by the County. This Change Order extends Contract item 100-2002 Prepare ROW to compensate the Contractor for clearing of dead trees and shrubs to eliminate fire hazards east of the project to Deep Wood Drive. 4D: Third Party Accommodation. Other. This Change Order adds modifications to the water quality ponds required by TCEQ, in response to comments received too late to incorporate prior to letting. 2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor to secure and protect karst features discovered during construction.

Change Order Number	Approved	Cost This CO	Total COs
02	9/24/2013	250,000.00	305,261.60

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract force account item to compensate the Contractor for the closure of karst features discovered during construction operations. The closures will be conducted in accordance with the approved TCEQ closure plans.

Change Order Number	Approved	Cost This CO	Total COs
03	5/8/2014	53,139.41	358,401.01

3F: County Convenience. Additional work desired by the County. This Change Order modifies the design of the east end of the project to better accommodate future construction and replaces flex base with Type B hot mix asphalt at the intersections of Cornerwood and Great Oaks with RM 620 in order to minimize inconveniences to the travelling public. 1A: Design Error or Omission. Incorrect PS&E. Adds signal-related items that were shown in the original signal layout plan sheets but were inadvertently not quantified.

Change Order Number	Approved	Cost This CO	Total COs
04	3/31/2015	31,478.82	389,879.83

1B: Design Error or Omission. Other. This Change Order adds additional Contract quantities and new Contract items for the addition of MBGF at Culvert G in response to concerns regarding safety and the removal of MBGF at the funeral home driveway to address sight distance. Two new Contract items were also added to address connections of existing storm sewers into the new storm system and modification of four curb inlets. 3L: County Convenience. Public relations improvement. This Change Order adds new Contract items for business access signs and a temporary pedestrian signal at the Great Oaks intersection. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a new Contract item to modify Inlets L2 and L4 to clear the existing AT&T duct bank. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order adds new Contract items and adjusts existing items for revisions to various items of work. This Change Order also adds 39 days for the delay due to the discovery and mitigation of the karst feature.

Change Order Number	Approved	Cost This CO	Total COs
05	6/9/2015	$156,084.39	545,964.22

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for the balancing of the overrun/underrun of the final asphalt pavement quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities and accounts for the actual specific weight of the material. This Change Order also adjusts the bonus/penalty payment for ride quality and the placement and production of asphalt pavement on the project, as well as deducts the unused flexible base repair quantities no longer needed due to TxDOT performing the pavement repairs. 3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order deletes Contract quantities of asphalt and aggregates for the Item 316 Seal Coat components and adds a new Contract Item 316-9999 for a trackless tack coat.

Change Order Number	Approved	Cost This CO	Total COs
06	8/11/2015	103,537.20	649,501.42

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the balancing of the overrun/underrun of Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities and add new Contract items for various work. This Change Order does not include any additional time. 2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order also compensates the Contractor for the investigation to locate an existing Brushy Creek Municipal Utility District (BCMUD) waterline and for the installation of additional pipe for the connection to the existing waterline.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2015	-94,758.39	554,743.03

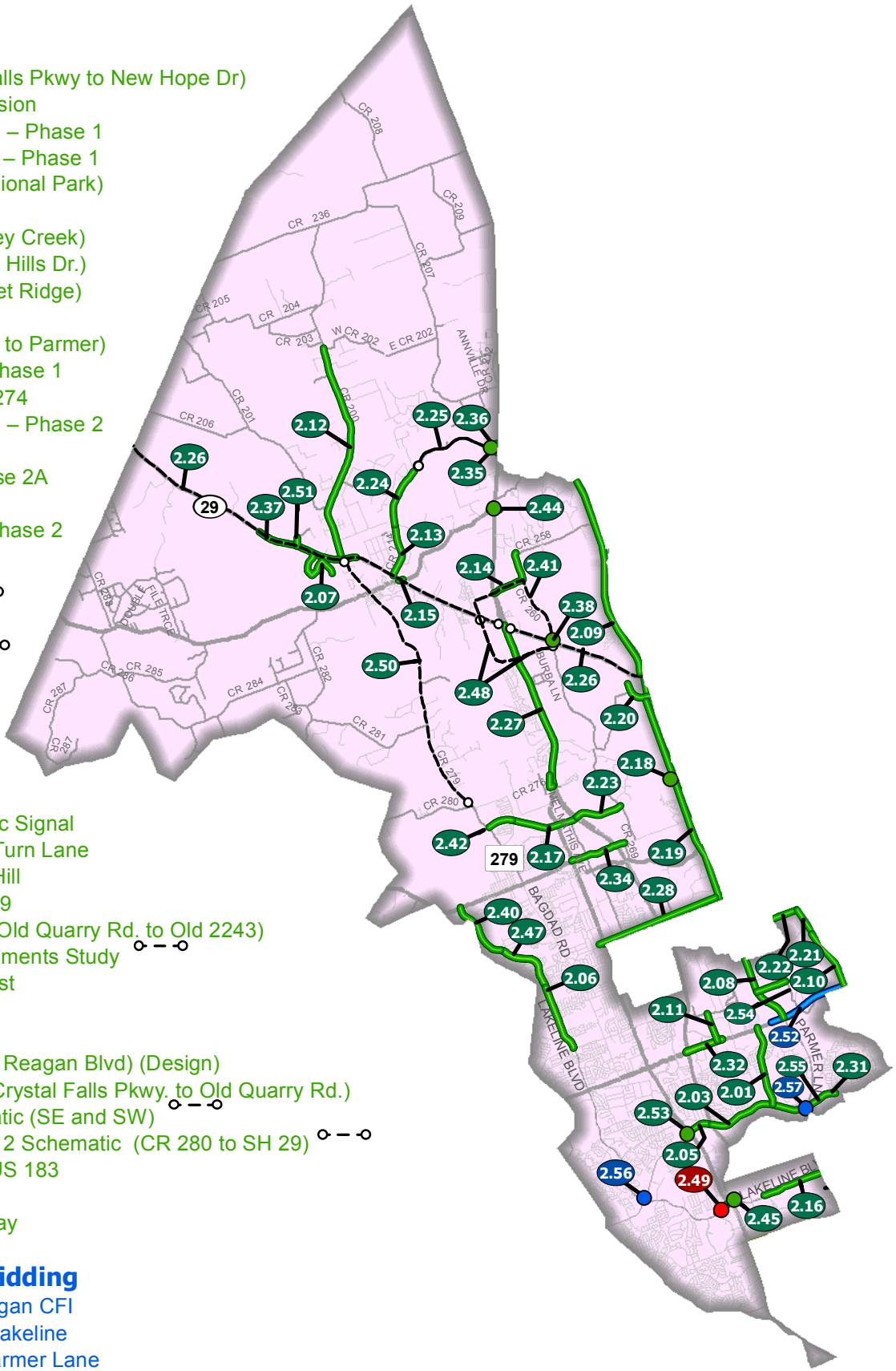
2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 2A: Differing Site Conditions. Dispute resolution (expense caused by conditions and/or resulting delay). This Change Order also adds time for additional work documented on previous Change Orders 2, 4, 6 and also adds two months of barricades and traffic handling. 3M: County Convenience. Other. Assessment of liquidated damages for late achievement of Substantial Completion. This Change Order adds 23 days to the project.

Adjusted Price = $11,835,855.63

2006 Road Bond Program Projects
Precinct 2 - Commissioner Long

Completed/Open to Traffic

2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Dr.)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 RM 1869 at SH 29
2.16 Lakeline Blvd. (Lyndhurst to Parmer)
2.17 San Gabriel Parkway – Phase 1
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South – Phase 2
2.20 Kauffman Loop
2.21 CR 175 Extension – Phase 2A
2.22 CR 179
2.23 San Gabriel Parkway – Phase 2
2.24 CR 214 – Phase 2A
2.25 CR 214 – Phase 2B Schematic
2.26 SH 29 Improvements Study & Schematic
2.27 US 183 (PTF)
2.28 CR 272
2.31 Brushy Creek Road
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lane
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements Study
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.45 Lakeline Blvd. at US 183
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design)
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW)
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29)
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay



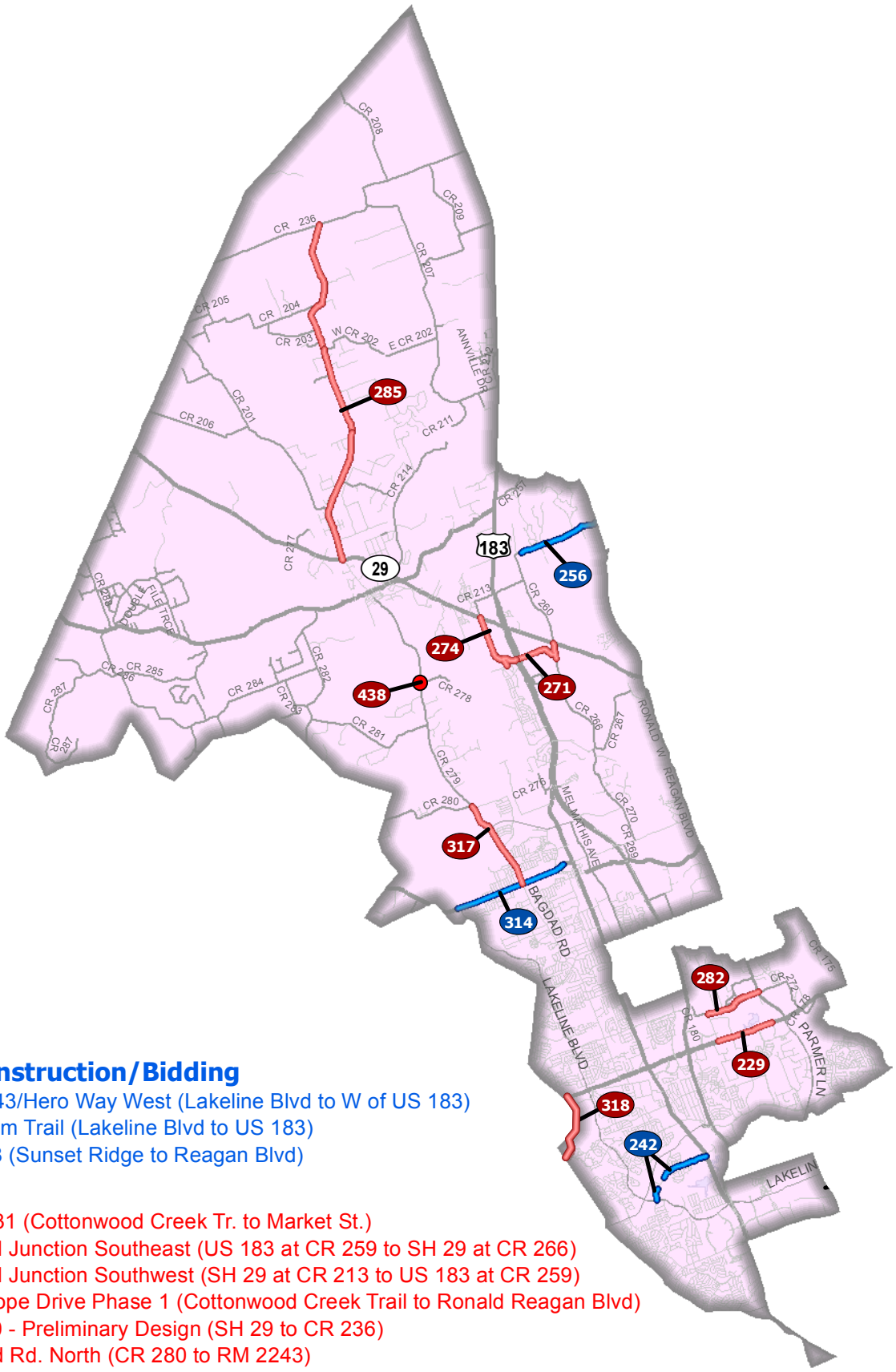
Under Construction / Bidding

2.52 RM 1431 at Parmer/ Reagan CFI
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane

In Design

2.49 Lakeline Blvd. Right Turn Lanes

2013 Road Bond Program Projects
Precinct 2 - Commissioner Long



Under Construction/Bidding

314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)
242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)

In Design

229 RM 1431 (Cottonwood Creek Tr. to Market St.)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Blvd)
285 CR 200 - Preliminary Design (SH 29 to CR 236)
317 Bagdad Rd. North (CR 280 to RM 2243)
318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)
438 Bagdad Road at CR 278

Lakeline Blvd. Extension Phase 2 (Old RM 2243 to Old Quarry Rd.)
Project No. 14IFB00219

Original Contract Price = $2,768,985.10

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
1/8/2014	2/11/2014	3/7/2014	3/17/2014	4/17/2015			270	100	370

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/17/2014	3/31/2014	15	$136,125.90	$136,125.90	$15,125.10	$15,125.10	6	4
2	4/1/2014	4/30/2014	30	$91,162.13	$227,288.03	$10,129.13	$25,254.23	9	12
3	5/1/2014	5/31/2014	31	$66,405.38	$293,693.41	$7,378.37	$32,632.60	12	21
4	6/1/2014	6/30/2014	30	$88,458.87	$382,152.28	$9,828.76	$42,461.36	15	29
5	7/1/2014	7/31/2014	31	$198,727.68	$580,879.96	$22,080.86	$64,542.22	24	37
6	8/1/2014	8/31/2014	31	$198,526.25	$779,406.21	$22,058.47	$86,600.69	32	45
7	9/1/2014	9/30/2014	30	$173,373.75	$952,779.96	$19,263.75	$105,864.44	39	54
8	10/1/2014	10/31/2014	31	$232,433.64	$1,185,213.60	$25,825.96	$131,690.40	48	62
9	11/1/2014	11/30/2014	30	$553,168.36	$1,738,381.96	-$40,196.61	$91,493.79	67	70
10	12/1/2014	12/31/2014	31	$138,144.25	$1,876,526.21	$7,270.75	$98,764.54	72	78
11	1/1/2015	1/31/2015	31	$283,931.25	$2,160,457.46	$14,943.75	$113,708.29	83	87
12	2/1/2015	2/28/2015	28	$51,543.20	$2,212,000.66	$2,712.80	$116,421.09	85	94
13	4/1/2015	4/30/2015	27	$260,193.60	$2,472,194.26	$13,694.40	$130,115.49	95	102
14	5/1/2015	5/31/2015	0	$111,980.36	$2,584,174.62	$5,893.90	$136,009.39	99	102
15	8/1/2015	8/31/2015	0	$24,787.97	$2,608,962.59	$1,304.63	$137,314.02	100	102
16	10/1/2015	10/31/2015	0	$7,207.17	$2,616,169.76	$379.33	$137,693.35	100	102
17	11/1/2015	5/31/2016	0	$127,967.55	$2,744,137.31	-$137,693.35	$0.00	100	102

7/1/2016 Comments - The Certificate of Acceptance is being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	5/26/2015	-5,476.08	-5,476.08

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order compensates the Contractor for various revisions to the original Contract items and adds new Contract items for regrading a ditch, relocating driveway pipe, mitigation of a karst feature discovered during construction, and fence repair. 4B.Third Party Accommodation: Third party requested work. This Change Order also adds work to the Contract that fulfills commitments made by the City of Leander in the right of way acquisition agreements with property owners. The City of Leander will pay for the additional work called out in the right of way acquisition agreements.

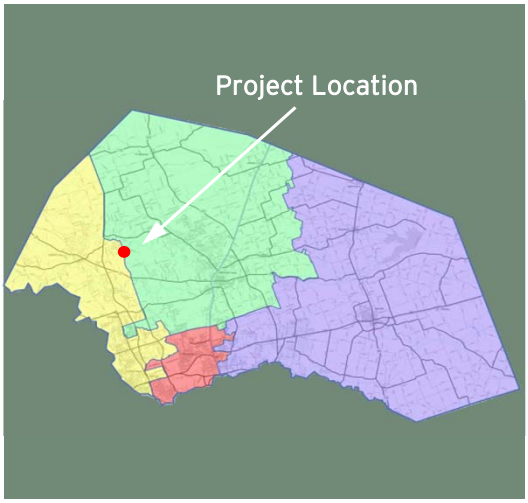
Change Order Number	Approved	Cost This CO	Total COs
02	9/1/2015	18,766.35	13,290.27

3M: County Convenience. Other. As required by Item 3268, this Change Order adds Contract items to adjust the amount of compensation to be paid to the Contractor in proportion to the quality of the asphalt pavement produced and placed on the project. 3F: County Convenience. Additional work desired by the County. This Change Order compensates the Contractor for additional small signs and object markers to be installed along the roadway. This Change Order adds 20 days to the Contract time.

Change Order Number	Approved	Cost This CO	Total COs
03	3/22/2016	-38,138.06	-24,847.79

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable). This change order provides for balancing the overrun/underrun of Contract Quantities for the Project as a result of addressing field conditions not accounted for in the original plan quantities. This Change Order adds 80 days to the Contract time.

Adjusted Price = $2,744,137.31



CR 258
(Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles
Roadway Classification: Suburban Collector

Project Schedule: June 2016 - July 2017
Estimated Construction Cost: $5.8 Million

JUNE 2016 IN REVIEW

6/17/2016: A preconstruction meeting was held 6/10/16 and Conditional and Limited NTP was issued 6/16/16. Private utility (AT&T and PEC) relocations began.

6/24/2016: Utility relocations are ongoing. The GEC is reviewing submittals from Chasco Constructors.

7/01/2016: Utility relocations for AT&T and PEC are ongoing. Chasco is scheduled to set perimeter barricades and begin pothole work on 7/5/16. The GEC is continuing to review submittals from the Contractor.

Design Engineer: Civil Engineering Consultants/CobbFendley
Contractor: Chasco Constructors
Construction Observation: Steven Shull, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

CR 258 (Sunset Ridge to Ronald Reagan North)
Project No. 1603-062

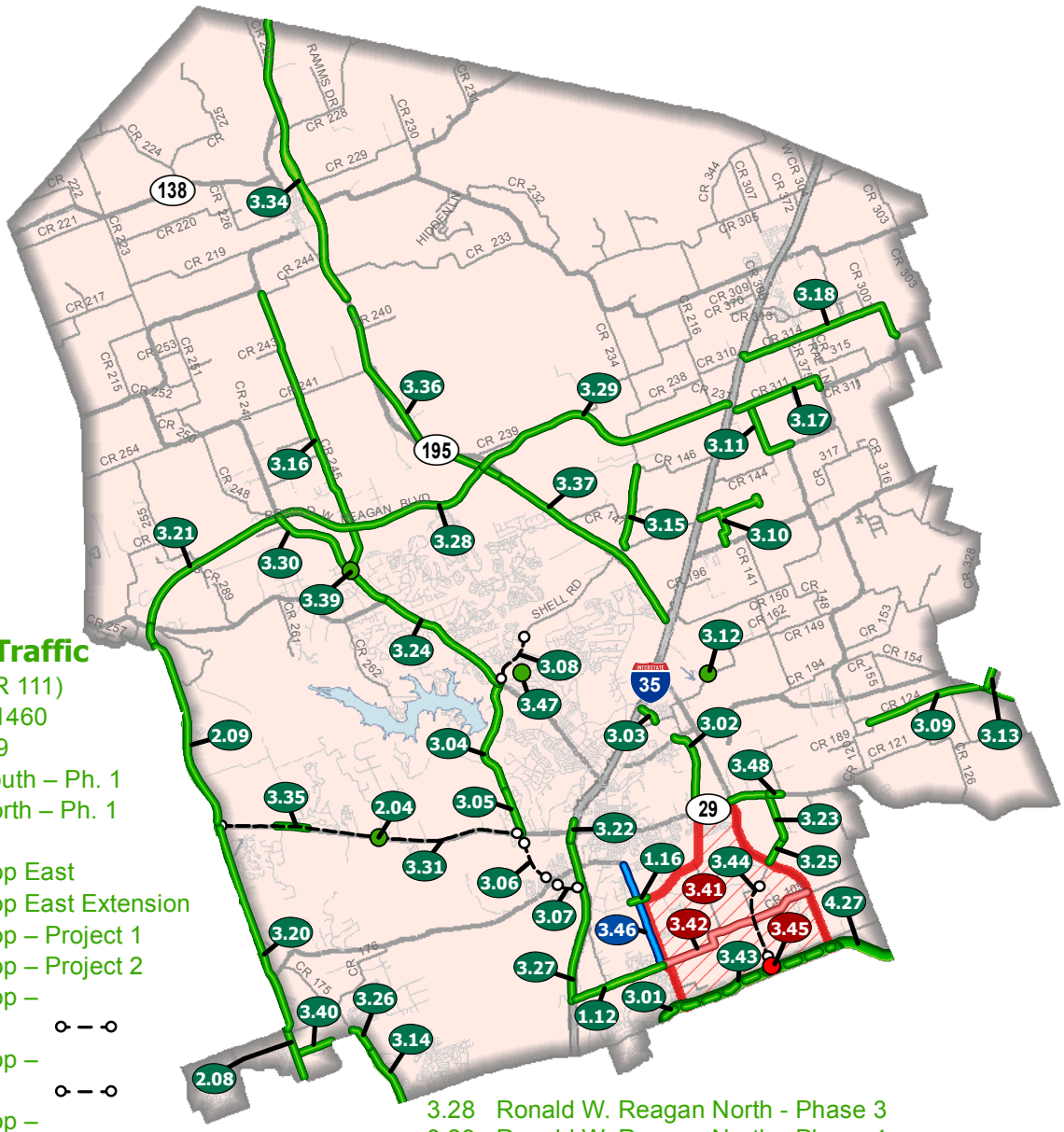
Original Contract Price = $5,808,856.58

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/20/2016	3/25/2016						360	0	360

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
7/1/2016	Comments -	A preconstruction meeting was held 6/10/2016 and a Limited and Conditional Notice to Proceed was issued. The project has a 30 day delayed start due to utility relocation.							

Adjusted Price = $5,808,856.58

2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/Open to Traffic

1.12 Westinghouse Rd. (CR 111)
1.16 SE Inner Loop at FM 1460
2.04 Cedar Hollow at SH 29
2.08 Ronald W. Reagan South – Ph. 1
2.09 Ronald W. Reagan North – Ph. 1
3.01 FM 1460 to CR 110
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop – Project 1
3.05 Georgetown Inner Loop – Project 2
3.06 Georgetown Inner Loop – Project 3 Study
3.07 Georgetown Inner Loop – Project 4 Study
3.08 Georgetown Inner Loop – Project 5 Study
3.09 CR 124
3.10 CR 142
3.11 CR 145
3.12 CR 152 Bridge Replacement
3.13 CR 157
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.20 Ronald W. Reagan South - Phase 2
3.21 Ronald W. Reagan North - Phase 2
3.22 IH-35 at SH 29 Turnarounds (PTF)
3.48 SH 29 Widening - 12" Water Main Relocation
3.23 SH 29/CR 104 – Phase 1
3.24 Williams Drive (RM 2338)
3.25 CR 104 – Phase 2
3.26 CR 175 Extension - Phase 2A
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.31 SH 29 Improvements Study & Schematic
3.34 SH 195 Project 1
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179
3.43 University Blvd. (Chandler Rd) Expansion (PS&E)
3.44 CR 110 North
(North of CR 107 to North of Sam Houston) (Design)
3.47 Madrid Drive Extension

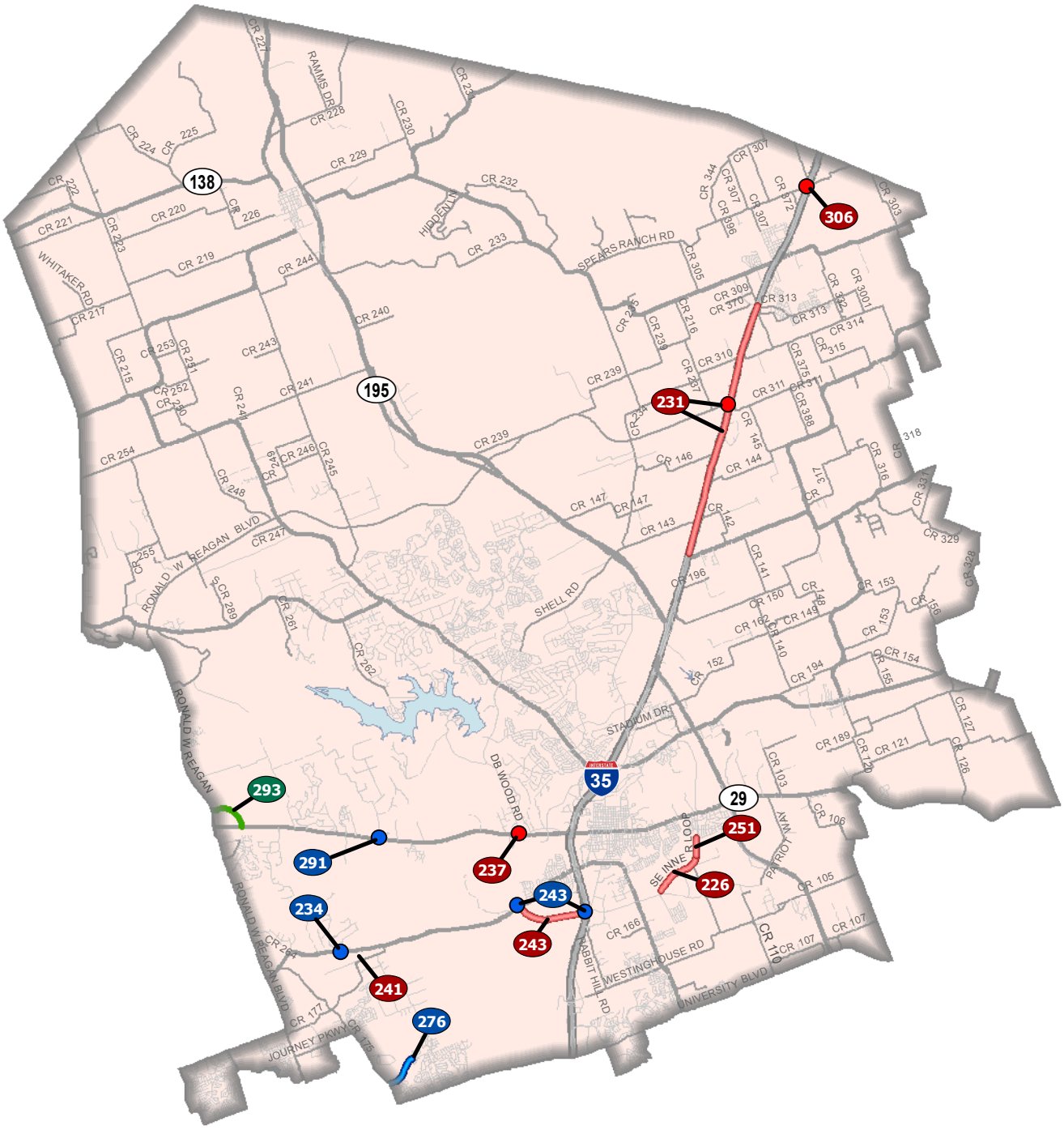
Under Construction/Bidding

3.46 FM 1460 North

In Design

3.41 CR 110 / Arterial A Study
3.42 CR 111 / CR 105 Westinghouse Rd.
(FM 1460 to SH 130)
3.45 CR 110 Middle (North of Limmer Loop to CR 107)

2013 Road Bond Program Projects
Precinct 3 - Commissioner Covey



Completed/ Open to Traffic

293 Kauffman Loop Phase 1
(NE quadrant of Reagan at SH 29)

Under Construction/Bidding

234 RM 2243 At Escalera Parkway
(Intersection of CR 176 and RM 2243)
243 Southwest Bypass Driveways
276 Arterial H Extension Phase 1
(CR 175 to Massey Way)
291 SH 29 At Cedar Hollow
(Intersection of SH 29 and Cedar Hollow)

In Design

226 Inner Loop Safety Improvements (Rockride Lane to Wilco Way)
231 Ronald Reagan at IH 35 (Bridge Replacement)
231 IH 35 Ramp Reversal and Frontage Road Conversion
(FM 972 to CR 312)
237 DB Wood At SH 29 (Intersection of D. B. Wood and SH 29)
241 CR 176 at RM 2243 (Safety Improvements)
243 Southwest Bypass (RM 2243 to IH 35)
251 Inner Loop Safety Improvements (Belmont Drive to Rockride Lane)
306 CR 305 At IH 35 - Design (Bridge Replacement)

IH 35 Northbound Frontage Road (Westinghouse Rd. to SH 29)
Project No. 13IFB00108 Original Contract Price = $18,690,161.52

Letting	Award	Notice To Proceed	Begin Work	Substantially Completion	Work Accepted	Total Bid Days	Days Added	Total Days
11/28/2012	12/18/2012	2/11/2013	4/1/2013	11/9/2015		548	405	953

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	% ($) Used	% Time Used
1	2/25/2013	3/31/2013	0	$9,421.00	$9,421.00	0	0
2	4/1/2013	4/30/2013	30	$1,464,965.65	$1,474,386.65	7	3
3	5/1/2013	5/31/2013	31	$1,407,888.24	$2,882,274.89	14	6
4	6/1/2013	6/30/2013	30	$1,225,475.85	$4,107,750.74	20	10
5	7/1/2013	7/31/2013	31	$507,941.54	$4,615,692.28	23	13
6	8/1/2013	8/31/2013	31	$744,450.25	$5,360,142.53	27	16
7	9/1/2013	9/30/2013	30	$712,678.56	$6,072,821.09	30	19
8	10/1/2013	10/31/2013	31	$507,619.54	$6,580,440.63	33	22
9	11/1/2013	11/30/2013	30	$1,019,721.39	$7,600,162.02	38	26
10	12/1/2014	12/31/2014	31	$151,211.90	$7,751,373.92	38	29
11	1/1/2014	1/31/2014	31	$477,394.19	$8,228,768.11	41	32
12	2/1/2014	2/28/2014	28	$190,142.05	$8,418,910.16	42	35
13	3/1/2014	3/31/2014	31	$1,124,484.82	$9,543,394.98	47	38
14	4/1/2014	4/30/2014	30	$545,702.51	$10,089,097.49	50	41
15	5/1/2014	5/31/2014	31	$537,675.27	$10,626,772.76	53	45
16	6/1/2014	6/30/2014	30	$732,724.93	$11,359,497.69	56	48
17	7/1/2014	7/31/2014	31	$562,500.77	$11,921,998.46	59	51
18	8/1/2014	8/31/2014	31	$338,925.85	$12,260,924.31	61	54
19	9/1/2014	9/30/2014	30	$782,025.09	$13,042,949.40	65	58
20	10/1/2014	10/31/2014	31	$575,579.87	$13,618,529.27	68	61
21	11/1/2014	11/30/2014	30	$484,852.80	$14,103,382.07	70	64
22	12/1/2014	12/31/2014	31	$665,394.72	$14,768,776.79	73	67
23	1/1/2015	1/31/2015	31	$120,841.78	$14,889,618.57	74	70
24	2/1/2015	2/28/2015	28	$590,321.04	$15,479,939.61	77	73
25	3/1/2015	3/31/2015	31	$183,957.49	$15,663,897.10	78	77
26	4/1/2015	4/30/2015	30	$256,503.69	$15,920,400.79	79	80
27	5/1/2015	5/31/2015	31	$264,612.28	$16,185,013.07	80	83
28	6/1/2015	6/30/2015	30	$585,263.84	$16,770,276.91	83	86
29	7/1/2015	7/31/2015	31	$138,476.21	$16,908,753.12	84	89
30	8/1/2015	8/31/2015	31	$484,736.03	$17,393,489.15	86	93
31	9/1/2015	9/30/2015	30	$1,550,832.62	$18,944,321.77	94	96
32	10/1/2015	10/31/2015	31	$113,848.98	$19,058,170.75	95	99
33	11/1/2015	11/30/2015	9	$55,615.43	$19,113,786.18	95	100
34	12/1/2015	12/31/2015	0	$6,528.95	$19,120,315.13	95	100
35	1/1/2016	1/31/2016	0	$146,421.73	$19,266,736.86	96	100
36	2/1/2016	2/29/2016	0	$15,612.30	$19,282,349.16	96	100

7/1/2016 Comments - The punchlist was completed 7/1/16. The Balancing Change Order is being processed.

Change Order Number	Approved	Cost This CO	Total COs
01	6/4/2013	102,415.22	102,415.22

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract item for the permanent and a temporary crossing of the existing Georgetown Railroad by the northbound Frontage Road. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
02	7/18/2013	25,000.00	127,415.22

2D: Differing Site Conditions (unforeseeable). Environmental remediation. This Change Order adds a new Contract item force account to compensate the Contractor for extra work necessary for environmental and Karst Feature remediation and resolution, including material, manpower, and equipment associated with this work. This Change Order is FHWA non-participating.

Change Order Number	Approved	Cost This CO	Total COs
03	7/18/2013	134,242.61	261,657.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of a 6" waterline for the City of Georgetown to replace the existing waterline that is in conflict with the south abutment of the new South San Gabriel River Bridge. This Change Order adds 24 days to the contract schedule. This Change Order is FHWA non-participating.

Change Order Number	Approved	Cost This CO	Total COs
04	10/10/2013	25,000.00	286,657.83

2I: Differing Site conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order adds a new force account item to the Contract for extra work necessary to repair or replace existing traffic safety items: metal beam guard fence, signs, devices, etc.; including material, manpower, and equipment associated with this work. 3M: County Convenience. Other. This Change Order also revises the item number of the first force account per TxDOT's direction. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
05	11/12/2013	146,697.00	433,354.83

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds new Contract items for the installation of an 8" waterline for the City of Georgetown to replace the existing waterline in conflict with the construction of the south abutment of the new South San Gabriel River Bridge. Change Order No. 5 deletes most of the items added previously by Change Order No. 3, which was processed simultaneously with the TxDOT permit for the waterline. This Change Orders reflects the final approved revisions to the waterline plans and the specifications for the work are the same as was added previously. This Change Order is FHWA nonparticipating. Six (6) days were added to the contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
06	5/13/2014	72,800.00	506,154.83

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). This Change Order increases the contract quantity of Class C concrete to provide compensation for construction of a concrete slab over an existing high pressure Atmos gas line, located under the future northbound frontage road at Sta. 272+77. Constructing a concrete slab to protect the gas line in lieu of utility relocation provides an overall cost savings to the County. This Change Order is FHWA non-participating.

Change Order Number	Approved	Cost This CO	Total COs
07	5/13/2014	58,193.51	564,348.34

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order adds a new Contract Item for purchase and delivery of conduit that was ordered to accelerate the PAETEC (Windstream) utility relocation which was in conflict with the construction of the West Fork Branch bridge. This portion of the Change Order is FHWA non-participating. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adjusts 2" PVC conduit and Type A ground box quantities and adds a Type 1 ground box item that were intended to be constructed in the original plan set but were inadvertently not quantified. These items are eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
08	1/6/2015	18,805.73	583,154.07

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contact item to compensate the Contractor to extend an existing storm drain outfall at Station 221+35.89, 34.55’ left in order to grade the adjacent ground at a 1:1 slope. 1A: Design Error or Omission. Incorrect PS&E. This Change Order also adds a new Contract item for 18" RCP SETs sloped at 6:1 for use on the ends of driveway culvert pipe. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
09	3/10/2015	182,104.70	765,258.77

3F: County Convenience. Additional work desired by the County. This Change Order adds a new Contract Items and adjusts various Contract quantities for the installation of railroad signals, railroad crossing arms and modifications to the traffic signals at Inner Loop to incorporate preemption for the Georgetown Railroad crossing of the northbound frontage road just north of Inner Loop. This work was originally designated in the plans to be performed by others, but after additional discussions and in accordance with the Three Party Railroad Agreement between TxDOT, Williamson County and Georgetown Railroad, will be installed in with the construction contract. These items are in CSJ 0015-09-160. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
10	4/14/2015	16,295.16	781,553.93

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). This Change Order adds 180 days to the Contract duration and an additional 6 months of Barricades, Signs and Traffic Handling quantity on the Contract for delays to the scheduled work due to utility conflicts that were encountered during construction. The conflicts prevented the Contractor from constructing portions of the project according to their approved construction schedule. This Change Order is not eligible for FHWA participation. The quantity of barricades will be added to CSJ 0015-09-160.

Change Order Number	Approved	Cost This CO	Total COs
11	7/14/2015	65,545.20	847,099.13

3F: County Convenience. Additional work desired by the County. This Change Order adds Contract quantities of detour pavement and 24" RCP to compensate the Contractor for the construction of a temporary entrance ramp from the new northbound frontage to the IH 35 mainlanes just south of SH 29 (CSJ 0015-09-160). This ramp eliminates the need to proceed through the SH 29 intersection to access IH 35 mainlanes during the construction of the permanent entrance ramp, minimizing the congestion of traffic at SH29. This Change Order also adds revised plans sheets with minor changes to the striping layout on IH 35 mainlanes during Traffic Control Phase IIID. Signage and markings quantities will be adjusted in the balancing Change Order for each CSJ. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
12	7/14/2015	15,159.85	862,258.98

2G: Differing Site Conditions. Unadjusted utility (unforeseeable). This Change Order adds a new Contract item to compensate the Contractor to lower an existing Atmos Gas service line at Driveway 2 to the Post Office located along FM 2243 (Leander Road) in order to clear the grades of the new driveway profile. This Change Order is not eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
13	8/18/2015	384,163.85	1,246,422.83

4B: Third Party Accommodation. Third party requested work. This Change Order adds additional quantities to extend the limits of the milling, PFC asphalt overlay, and pavement markings to the full width of the northbound mainlanes of IH 35 in accordance with Amendment No. 1 of the Advance Funding Agreement for CSJ 0015-09-170. The Change Order also adds new Contract items for replacement of the bridge joint material on the South San Gabriel River Bridge and additional construction mobilization. The additional scope was requested by TxDOT. This Change Order adds 13 days to the contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
14	9/29/2015	60,000.00	1,306,422.83

2I: Differing Site Conditions (unforeseeable). Additional safety needs (unforeseeable). This Change Order provides for the additional funding needed for Peace Officers to increase safety for the travelling public and the Contractor by providing increased visibility and awareness in the work zones during construction operations. This Change Order is eligible for FHWA participation.

Change Order Number	Approved	Cost This CO	Total COs
15	10/13/2015	60,567.98	1,366,990.81

3F: County Convenience. Additional work desired by the County. This Change Order adds new Contract items and additional quantities for the installation of three permanent traffic counters to quantify traffic on the IH 35 northbound frontage road. The counters are necessary to fulfill the requirements for TxDOT to reimburse Williamson County in accordance with the Pass Through Financing Agreement No. PT2010-006-01. This Change Order is eligible for FHWA reimbursement.

Change Order Number	Approved	Cost This CO	Total COs
16	12/1/2015	32,111.53	1,399,102.34

3F: County Convenience. Additional work desired by the County. This Change Order adds new Contract items for the installation of a new power service for the Georgetown Railroad crossing signals. The new electric service will serve the railroad crossing signals on the southbound and northbound frontage road intersections at Inner Loop. This Change Order is eligible for FHWA reimbursement.

Change Order Number	Approved	Cost This CO	Total COs
17	1/5/2016	41,050.92	1,440,153.26

1A. Design Error or Omission. Incorrect PS&E. This Change Order adds new pay items to the contract due to the realignment of the northbound frontage road between Leander Road (FM 2243) and Inner Loop. The decrease in the retaining wall item is also included to show the full impact of the realignment of the frontage road on the retaining walls. All costs are in CSJ: 0015-09-160. All items are FHWA non-participating items.

Change Order Number	Approved	Cost This CO	Total COs
18	1/26/2016	17,502.65	1,457,655.91

2C: Differing Site Conditions (unforeseeable) New development (conditions changing after PS&E completed). This Change Order adds new pay items for various items of additional work which include: painting bridge rail on the South San Gabriel River Bridge to match the adjacent bridge, removing existing ground boxes not used along Leander Road, making repairs to potholes on IH 35 main lanes within project limits, and changing the profile pavement markings from 4” wide to 6” wide to match pavement markings on the main lanes on each end of the project. This Change Order also corrects the unit price of the 30 inch drill shafts that were added with Change Order #15. This Change Order is eligible for FHWA participation.

Adjusted Price = $20,147,817.43

CR 245 Realignment
Project No. 15IFB102

Original Contract Price = $589,829.11

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
2/18/2015	3/11/2015	4/10/2015	4/22/2015	9/26/2015			150	0	150

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/20/2015	5/31/2015	42	$37,176.75	$37,176.75	$4,130.75	$4,130.75	7%	28
2	6/1/2015	10/6/2015	128	$418,332.94	$455,509.69	$50,612.19	$54,742.94	82%	113

7/1/2016 Comments - A pay estimate has been forwarded for the Contractor's approval.

Change Order Number	Approved	Cost This CO	Total COs
01	10/20/2015	29,428.53	29,428.53

4B: Third Party Accommodation. Third party requested work. This Change Order adds a new Contract item to compensate the Contractor for installing a Pressure Reducing Valve (PRV) on the proposed 6 inch waterline, as required by the City of Georgetown. 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable)(Item 9). The existing waterline was in a different location than shown on the plans, which allowed the Contractor to tie into the line at the new location, reducing the contract quantity of new waterline required to be installed.

Adjusted Price = $619,257.64

IH 35 NBFR Driveway
Project No. 1510-019

Original Contract Price = $271,137.36

Letting	Award	Notice To Proceed	Begin Work	Substantially Complete	Work Accepted		Total Bid Days	Days Added	Total Days
11/18/2015	12/1/2015	1/11/2016	1/21/2016	3/11/2016			60	0	60

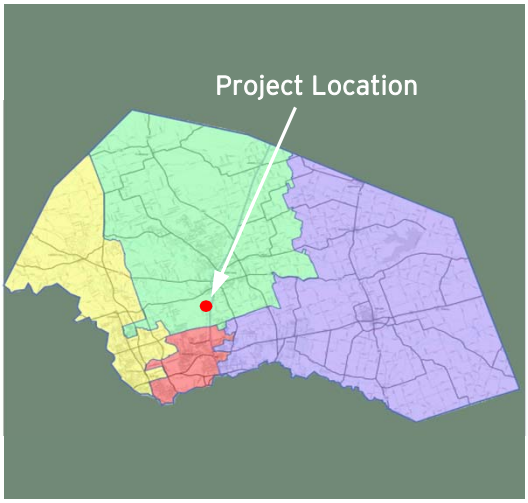
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/21/2016	1/31/2016	11	$103,944.78	$103,944.78	$11,549.42	$11,549.42	49%	18
2	2/1/2016	2/29/2016	29	$61,739.55	$165,684.33	$6,859.95	$18,409.37	78%	67
3	3/1/2016	3/11/2016	11	$44,798.63	$210,482.96	$4,977.63	$23,387.00	99%	85
4	3/25/2016	4/1/2016	0	$20,864.95	$231,347.91	$4,721.39	$28,108.39	109%	85

7/1/2016 Comments - Final Completion was granted 4/4/2016. The GEC has requested from the Contractor the final lien waivers needed for Acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	6/7/2016	($33,868.06)	-33,868.06

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract Quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $237,269.30



Southwest Bypass Driveways
(IH 35 and RM 2243 ends of future Southwest Bypass)

Project Length: .031 miles
Roadway Classification: Driveway Approaches and Collector

Project Schedule: May 2016 - July 2016
Estimated Construction Cost: $0.3 Million

JUNE 2016 IN REVIEW

6/03/2016: Smith Contracting beagn to place embankment on the IH 35 driveway. All activities were slowed this week due to the weather. The traffic shift will continue from 6/6/16 until approximately 6/10/16.

6/10/2016: Smith completed excavating to subgrade on the RM 2243 driveway. The Contractor fine graded subgrade in preparation of asphalt placement on 6/10/16. The traffic shift will continue on 6/6/16 until approximately 6/17/16.

6/17/2016: Subcontractor APAC/Wheeler placed the Type B asphalt on the RM 2243 driveway. The traffic shift will continue next week as needed to complete the RM 2243 portion of the project.

6/24/2016: Smith continued to place embankment on the IH 35 portion of the project. The Contractor performed general cleanup at the RM 2243 driveway and placed topsoil.

7/01/2016: Smith continued to place embankment and began final grading on the IH 35 portion of the project.

Design Engineer: HDR
Contractor: Smith Contracting
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

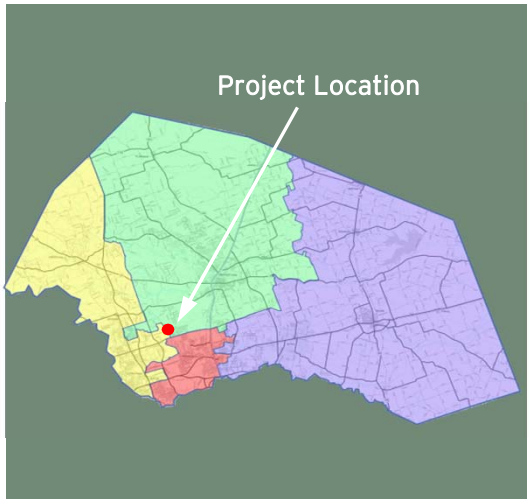
Southwest Bypass Driveways
Project No. 1512-043

Original Contract Price = $289,981.90

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
2/17/2016	3/22/2016	5/2/2016	5/12/2016				65	0	65

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/12/2016	5/31/2016	20	$73,370.25	$73,370.25	$8,152.25	$8,152.25	28.11296153	31

Adjusted Price = $289,981.90



Arterial H
(Sam Bass Rd to existing Arterial H)

Project Length: .83 Miles
Roadway Classification: Minor Arterial

Project Schedule: July 2016 - January 2017
Estimated Construction Cost: $3.2 Million

JUNE 2016 IN REVIEW

6/03/2016: A preconstruction meeting was held on 6/3/2016 and a Limited and Conditional NTP was issued.

6/10/2016: Patin Construction began survey layout for the erosion control and the Right of Way. Subcontractor Environmental Allies began installing erosion control devices.

6/17/2016: Patin Construction installed the perimeter barricades and subcontractor Bryant and Frey began potholing existing utilities for the bore pit locations at CR 175. Subcontractor Environmental Allies continued installing erosion control devices.

6/24/2016: A groundbreaking ceremony was held on 6/24/16. Bryant and Frey completed excavation of the bore pit, set trench boxes, and set up the bore machine for the proposed water line crossing at CR 175.The Subcontractor continued potholing of existing utilities for the receiving pit location at CR 175.

7/01/2016: Bryant and Frey completed the bore and installation of the 110' of 30" steel encasement pipe under CR 175 for the proposed water line.

Design Engineer: Randall Jones
Contractor: Patin Construction
Construction Observation:
Steven Shull, HNTB

Williamson County
Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Arterial H Phase 1 (Sam Bass Rd to existing Arterial H)
Project No. 1603-064

Original Contract Price = $3,210,934.80

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
4/20/2016	5/25/2016						0	0	0

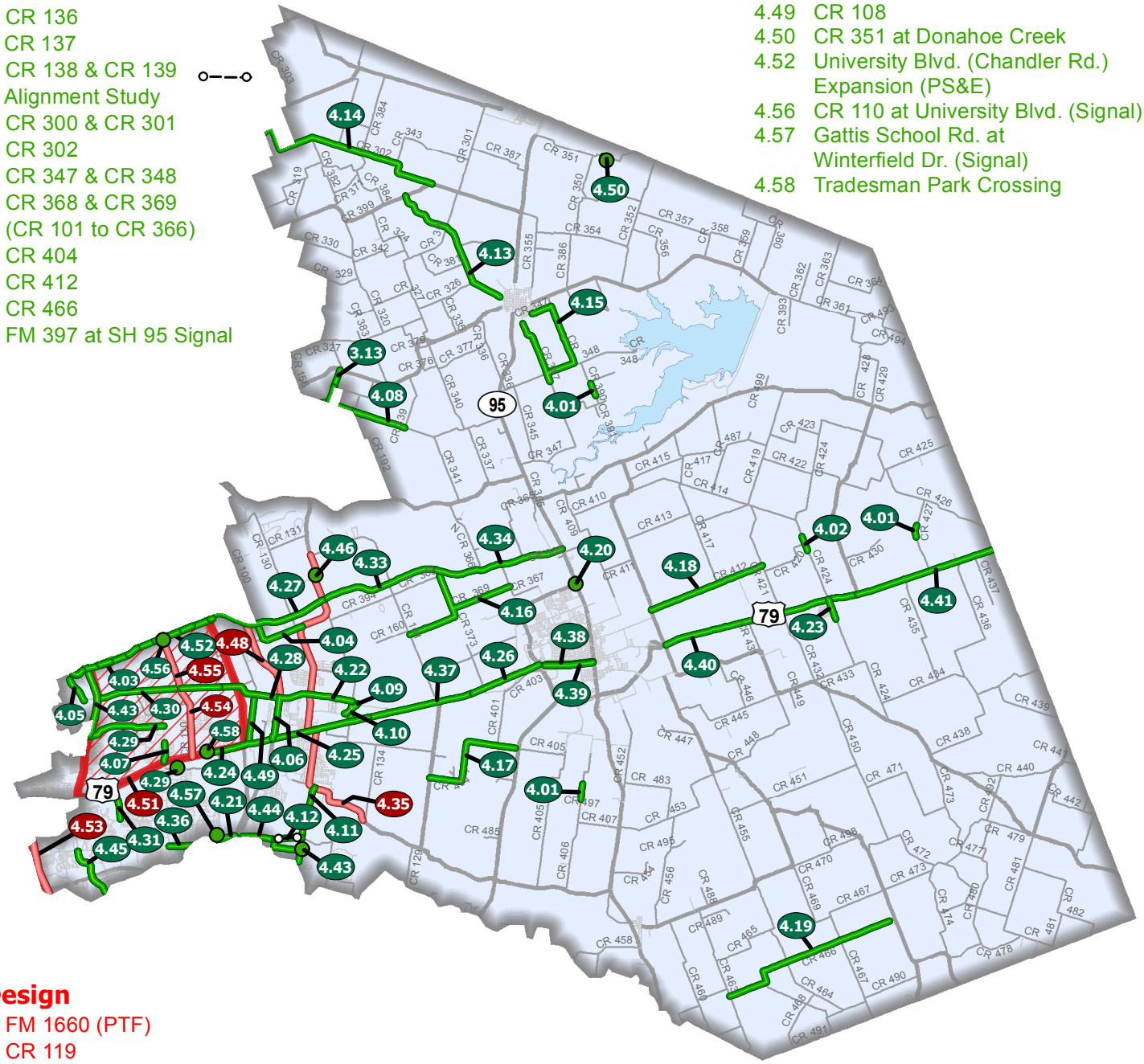
Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
7/1/2016	Comments -	A preconstruction meeting was held 6/3/2016. A Limited and Conditional Notice to Proceed was issued. A groundbreaking was held 6/24/2016.							

Adjusted Price = $3,210,934.80

2006 Road Bond Program Projects
Precinct 4 - Commissioner Morrison

Completed/Open to Traffic

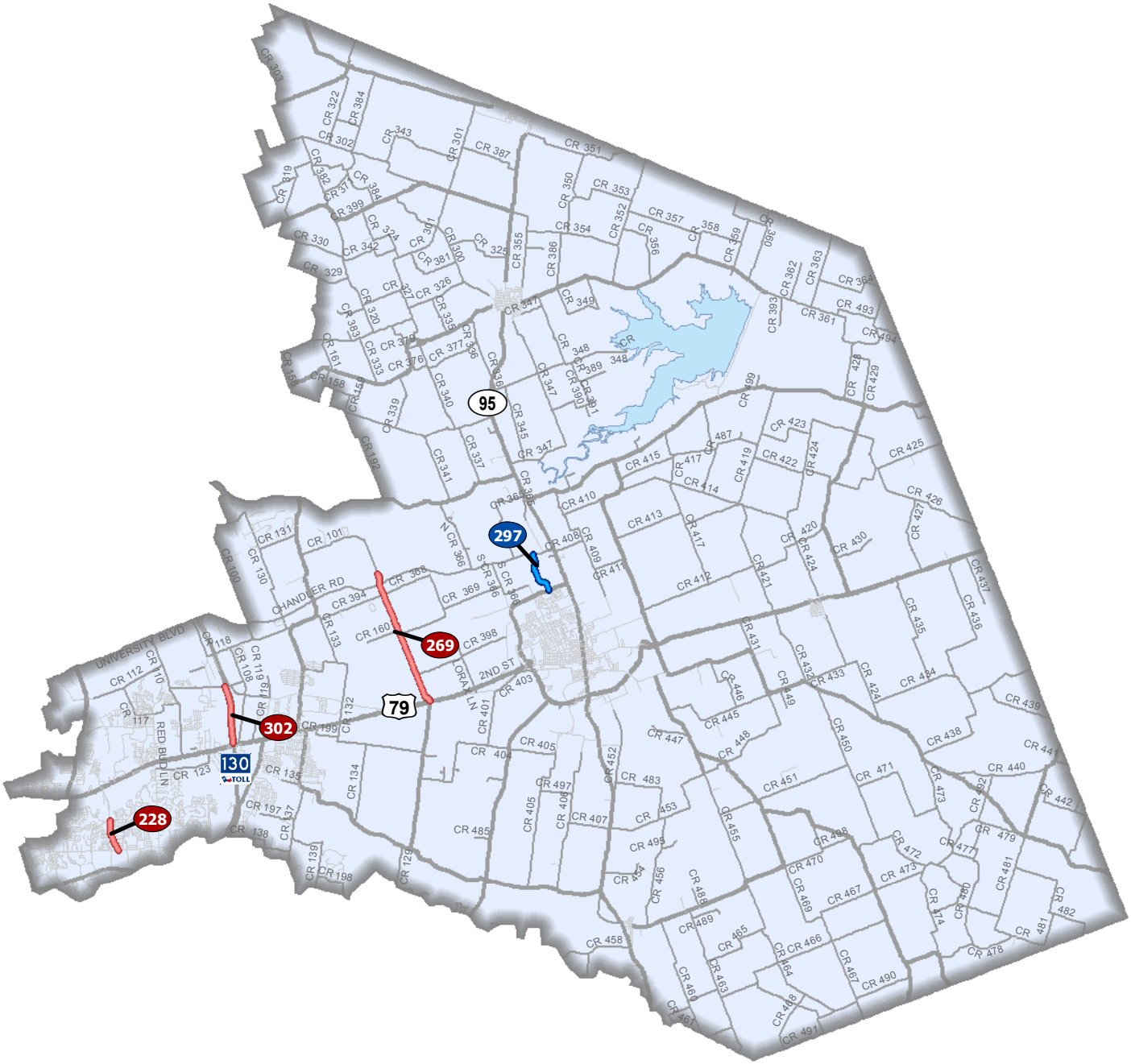
3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW
4.22 Limmer Loop – Phase 1A
4.23 Thrall School Zone
4.24 US 79 – Section 1
4.25 US 79 – Section 2
4.26 US 79 – Section 3A
4.27 Chandler Rd. – Phase 2
4.28 Limmer Loop – Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop – Phase 1C
4.31 Kenney Fort Boulevard – Phs 1
4.33 Chandler Rd. – Phase 3A
4.34 Chandler Rd. – Phase 3B
4.36 Gattis School Road
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.45 CR 170
4.46 FM 1660 at Landfill Rd. (CR 128)
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.52 University Blvd. (Chandler Rd.) Expansion (PS&E)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing



In Design

4.35 FM 1660 (PTF)
4.48 CR 119
4.51 CR 110/ Arterial A Study Area
4.53 IH 35 Operational Analysis
4.54 CR 110 South (US 79 to Limmer Loop)
4.55 CR 110 Middle (North of Limmer Loop to CR 107)

2013 Road Bond Program Projects
Precinct 4 - Commissioner Morrison



Under Construction/Bidding

297 Bill Pickett Trail (Carlos Parker Blvd to Chandler Road)

In Design

228 Kenney Fort Blvd. Ph. 1 (Forest Creek Blvd. to Gattis School Rd.)
269 CR 101 (US 79 to North of Chandler Rd.)
302 SH 130 Frontage Roads Phase 3 (SBFR US 79 to Limmer Loop)

CR 170 (South of SH 45 to North of Pflugerville Parkway)
Project No. 13IFB00119 Original Contract Price = $2,141,898.78

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
12/26/2012	1/23/2013	9/13/2013	9/23/2013	2/5/2015			280	69	349

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/23/2013	9/30/2013	8	$23,259.57	$23,259.57	$2,584.40	$2,584.40	1	2
2	10/1/2013	11/4/2013	35	$482,637.23	$505,896.80	$53,626.36	$56,210.76	23	12
3	11/5/2013	12/4/2013	30	$129,220.17	$635,116.97	$14,357.80	$70,568.56	29	21
4	12/5/2013	12/19/2013	15	$86,542.38	$721,659.35	$9,615.81	$80,184.37	33	25
5	12/20/2013	1/14/2014	26	$163,662.08	$885,321.43	$18,184.68	$98,369.05	40	33
6	1/15/2014	2/26/2014	43	$157,156.21	$1,042,477.64	-$43,501.81	$54,867.24	45	45
7	2/27/2014	3/28/2014	30	$125,329.58	$1,167,807.22	$13,651.56	$68,518.80	50	54
8	3/29/2014	4/28/2014	31	$153,185.70	$1,320,992.92	$8,062.41	$76,581.21	57	62
9	4/29/2014	7/7/2014	70	$495,651.44	$1,816,644.36	$19,384.41	$95,965.62	78	83
10	7/1/2014	7/31/2014	31	$92,079.93	$1,908,724.29	$4,846.31	$100,811.93	82	91
11	8/1/2014	8/28/2014	28	$48,425.43	$1,957,149.72	$2,548.71	$103,360.64	84	99
12	8/29/2014	12/31/2014	125	$117,738.76	$2,074,888.48	$6,196.78	$109,557.42	89	135
13	1/1/2015	3/31/2015	56	$156,952.75	$2,231,841.23	$8,260.67	$117,818.09	96	151
14	4/1/2015	6/30/2015	0	$51,886.21	$2,283,727.44	$2,730.85	$120,548.94	98	151
15	7/1/2015	9/30/2015	0	$111,279.49	$2,395,006.93	-$71,596.28	$48,952.66	100	151

7/1/2016 Comments - The GEC has received all closeout documents and is processing Final Acceptance.

Change Order Number	Approved	Cost This CO	Total COs
01	4/24/2014	-3,621.06	-3,621.06

2G: Differing Site Conditions (unforeseeable). Unadjusted Utility (unforeseeable). 4B: Third Party Accommodation. Third Party Requested Work. Southwest Water Company has requested relocation of their water tower overflow pipe within the CR 170 ROW. 3H: County Convenience. Cost Savings Opportunity Discovered During Construction: The "Constructing Detours" item has been changed from a 12" depth to a 6" depth, providing a cost savings to the County. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
02	4/24/2014	45,710.94	42,089.88

2E: Differing Site Conditions (unforeseeable). Miscellaneous Difference in Site Conditions (unforeseeable)(Item 9). 1A: Design Error or Omission. Incorrect PS&E. This Change Order compensates the Contractor for new bid items that will be used to construct permanent traffic transitions that will move the project into Phase 3. These transitions are necessary due to the elevation difference between existing and proposed pavement, but were inadvertently omitted from the original plans. Seven (7) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
03	4/24/2014	19,459.34	61,549.22

2I: Differing Site Conditions. Additional safety needs (unforeseeable). This Change Order adds a new force account item to reimburse the Contractor to patch pot holes as needed and directed in the existing roadway pavement due to the condition of the existing road prior to working in those areas. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract Item for flowable fill necessary due to two AT&T lines (phone & fiber) in conflict with the proposed 24" storm line between Sta 7+00 and 10+00. The Contractor will need to remove additional curb & gutter to install the proposed storm line with sufficient clearance to the AT&T lines and after pipe installation, the Contractor will place flowable fill over the pipe as backfill material in order to reconstruct the curb & gutter in the original location. Other potential impacts of AT&T conflicts not addressed. Three (3) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
04	5/27/2014	107,158.12	168,707.34

2G: Differing Site Conditions (unforeseeable). Unadjusted utility (unforeseeable). 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order compensates the Contractor to install a new City of Round Rock 12” water line. The new line will be located behind the proposed curb/gutter and will replace the existing line that is in conflict with the proposed roadway. Eighteen (18) days were added to the Contract schedule.

Change Order Number	Approved	Cost This CO	Total COs
05	6/26/2014	82,137.57	250,844.91

6C: Untimely ROW/Utilities. Utilities Not Clear. This Change Order compensates the Contractor for escalated unit prices associated with the delayed issuance of Notice to Proceed. The original Contract prices remain in effect until the original anticipated Contract completion of mid-December 2013. New unit prices were established on some items based upon documented contractual increases for construction activities occurring after the originally anticipated completion. This unit price escalation is for work occurring during the period of mid-December 2013 through June 30, 2014. If warranted, additional price escalation(s) after June 30, 2014 may be considered in future Change Order(s). 2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order also revises the quantities for concrete and asphalt driveway items to match existing conditions and comply with right-of-way contracts and acceptable driveway grades for tie-ins and transitions to parking and private facilities.

Change Order Number	Approved	Cost This CO	Total COs
06	3/3/2015	14,296.99	265,141.90

6C: Untimely ROW/Utilities. Utilities not clear. This Change Order adds a new Contract Item to compensate the Contractor for extra work performed due to adjustments needed during the installation of Storm Line C. 1B: Design Error or Omission. Other. This Change Order also adds a new Contract Item for the additional cost of a thicker gauge reinforcing steel required in commercial driveways. The Contractor did not bid the thicker gauge steel since the commercial driveway detail was illegible in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
07	6/16/2015	$42,189.83	307,331.73

2E: Differing Site Conditions (unforeseeable. Miscellaneous difference in site conditions. This Change Order adds a force account item to compensate the Contractor for revisions to maintain drainage conveyance on the project during construction. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract item to remobilize the earthwork and utility subcontractor after the City of Round Rock waterline relocation was completed. The waterline was installed after the initial project design survey (see Change Order No. 4).

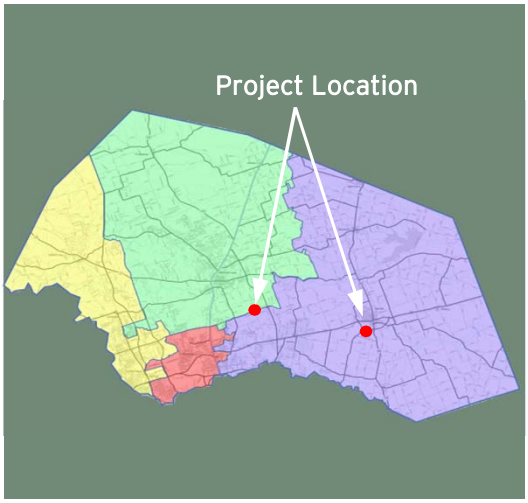
Change Order Number	Approved	Cost This CO	Total COs
08	7/28/2015	36,219.64	343,551.37

2E: Differing Site Conditions (unforeseeable. Miscellaneous difference in site conditions. This Change Order adds a force account item to compensate the Contractor for revisions to maintain drainage conveyance on the project during construction. 6C: Untimely ROW/Utilities. Utilities not clear. This Change Order also adds a new Contract item to remobilize the earthwork and utility subcontractor after the City of Round Rock waterline relocation was completed. The waterline was installed after the initial project design survey (see Change Order No. 4).

Change Order Number	Approved	Cost This CO	Total COs
09	12/1/2015	-29,838.19	313,713.18

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans. 5E: Contractor Convenience (Other). This Change Order also adds a new Contract Item to backcharge the Contractor for additional engineering costs required to verify positive drainage under as-built conditions.

Adjusted Price = $2,455,611.96



Multi Site Traffic Signals
(CR 110 at University and Gattis School Road at Winterfield)

Project Length: 2 Intersections
Roadway Classification: Signal Renovation

Project Schedule: March 2016 - June 2016
Estimated Construction Cost: $0.3 Million

JUNE 2016 IN REVIEW

6/03/2016: Austin Traffic Signals (ATS) installed all of the signal poles for both sites and will pull the strain cables at the University/CR 110 site. The Contractor completed all of the conduit installation at the Gattis School/Winterfield site.

6/10/2016: ATS completed installing the strain cables between the signal poles and pulling wire at the University/CR 110 site. The Contractor also completed pulling wire at the Gattis School/Winterfield site and will set the service meter rack on 6/10/16.

6/17/2016: ATS installed cameras and signs at the University/CR 110 site.

6/24/2016: ATS installed signal heads at both project sites. The Contractor removed the old signals and started the flashing period with the new signals at the University/CR 110 site on 6/24/16. The new signals will flash for a week then will be activated for traffic use on 7/5/16.

7/01/2016: The flashing period for the new signals continue at the University/CR 110 site. ATS will activate the new signals for traffic use on 7/5/16 with police assisting traffic.

Design Engineer: Kimley-Horn/Alliance Transportation
Contractor: ATS
Construction Observation: Ryan Rivera, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

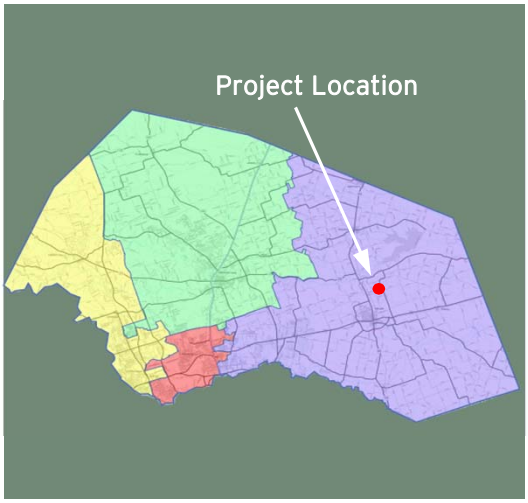
Multi Site Traffic Signals (CR 110 at Univ, Gattis School Rd at Winterfield)
Project No. 1512-036

Original Contract Price = $328,802.95

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
2/3/2016	2/16/2016	3/11/2016	3/21/2016	6/24/2016			90	0	90

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/21/2016	4/30/2016	41	$23,553.00	$23,553.00	$2,617.00	$2,617.00	8	46
2	5/1/2016	5/31/2016	31	$35,329.50	$58,882.50	$3,925.50	$6,542.50	20	80

Adjusted Price = $328,802.95



Bill Pickett Trail
(East Williamson County Access Road)

Project Length: 1.4 Miles
Roadway Classification: Minor Arterial

Project Schedule: May 2016 - August 2016
Estimated Construction Cost: $3.8 Million

JUNE 2016 IN REVIEW

6/03/2016: Cox Commercial Construction (Cox) began excavating for storm sewer at the proposed school driveway. Subcontractor Greater Austin Development began forming and tying steel for the Culvert 1 bottom.

6/10/2016: Cox installed a pipe culvert across Bill Pickett Trail roadway at the proposed school driveway, and installed 24" concrete pipe at the two proposed Expo Center driveways. Greater Austin poured the bottom and walls for the 6'X3' box culvert.

6/17/2016: Cox installed Culvert 2 and finished storm sewers. Greater Austin poured the top slab and wing walls for the 6'X3' box culvert. Subcontractor Ranger Excavating continued excavation and embankment.

6/24/2016: Cox is extending the culvert on Chandler Road. Greater Austin removed forms from the 6'X3' box culvert. Ranger began stripping vegetation from Chandler Road to the south.

7/01/2016: Cox backfilled the 6'X3' box culverts, finished the 30" concrete pipe culverts and began removing asphalt along the north side of Chandler Road. Ranger remobilized for excavation and embankment south of Chandler Road.

Design Engineer: K. Friese
Contractor: Cox Commercial Construction
Construction Observation: David Boone, HNTB

Williamson County Road Bond Program

HNTB

PRIME STRATEGIES, INC.

Bill Pickett Trail (East Williamson County Access Road)
Project No. 1601-045

Original Contract Price = $3,806,133.30

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Work Accepted		Total Bid Days	Days Added	Total Days
3/16/2016	4/5/2016	5/2/2016	5/12/2016				100	0	100

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoice Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	5/12/2016	5/31/2016	20	$643,105.80	$643,105.80	$71,456.20	$71,456.20	19%	20

Change Order Number	Approved	Cost This CO	Total COs
01	6/7/2016	-85.80	-85.80

3K: This Change Order adds Select Fill material to be used in lieu of Lime Treated Subgrade. This change requires adjustments to the earthwork quantities and deletes the lime related items from the Contract.

Adjusted Price = $3,806,047.50

Commissioners Court - Regular Session **23.**

Meeting Date: 07/12/2016

13IFB00108 IH 35 Northbound Frontage Road Change Order No 19

Submitted By: Dawn Haggard, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 19 in the amount of -$218,631.52 for IH 35 Northbound Frontage Road, a Pass-Through Financing Project in Commissioner Pct. 3.

Background

I-35 Frontage Road Contract Completion Report; The project is complete and Balancing Change Order 19 is required to close the project and make final payments to the contractor. This change order is a **cost savings** in the amount of $218,631.52 and accounts for all time additions and quantity reductions. The majority of the project change orders, $700,795.39, were additions requested and paid for by TxDOT and were not paid by Wilco. These additions included main lane I-35 paving and Georgetown Railroad crossing/railroad signal updates for TxDOT, not required as a part of the original project. Williamson County funded change orders amounted to $538,229.30 which represents a 2.88% contract increase, compared to an average Wilco project change order rate of 3.4%. Final Contract amount is $19,929,186.41.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

13IFB00108 IH 35 NBFR CO No. 19

13IFB00108 IH 35 NBFR CO Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:57 AM
Form Started By: Dawn Haggard		Started On: 07/06/2016 01:06 PM
Final Approval Date: 07/07/2016		

RECEIVED
JUN 08 2016
BY: PST

WILLIAMSON COUNTY, TEXAS
CHANGE ORDER NUMBER: 19

1. CONTRACTOR: **Hunter Industries, Ltd.**

2. Change Order Work Limits: Sta. **204+00** to Sta. **393+51.08**

3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

4. Reasons: **2E, 1A** (3 Max. - In order of importance - Primary first)

Project:	***13IFB00108***
Roadway:	***IH 35 NBFR***
CSJ Number:	***0015-08-128, Etc.***

5. Describe the work being revised:

2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides for balancing the overrun/underrun of Contract quantities for the Project as a result of addressing field conditions not accounted for in the original plans. These adjustments are eligible for FHWA participation. **3M: County Convenience. Other.** This Change Order adds new Contract items to reflect a Settlement Agreement and Contract Cost Adjustment. These two items are not eligible for FHWA participation.

6. Work to be performed in accordance with Items: **See Attached**

7. New or revised plan sheet(s) are attached and numbered: **N/A**

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date _____

By _____

Typed/Printed Name _____

Typed/Printed Title _____

The following information must be provided

Time Ext. #: **5** Days added on this CO: **182**

Amount added by this change order: **($218,631.52)**

RECOMMENDED FOR EXECUTION:

P.E. 6/2/16
Project Manager Date

N/A
Design Engineer Date

6/10/2016
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
104-2009	REMOVING CONCRETE (RIPRAP)	SY	$11.62	1246	$14,478.52	1,952.40	3,198.40	$37,165.41	$22,686.89
104-2022	REMOVING CONC (CURB AND GUTTER)	LF	$4.11	3711	$15,252.21	456.00	4,167.00	$17,126.37	$1,874.16
104-2037	REMOVING CONC (RAIL)	LF	$53.97	119	$6,422.43	21.00	140.00	$7,555.80	$1,133.37
106-2002	OBLITERATE ABANDONED ROADWAY	SY	$6.66	13022	$86,726.52	103.00	13,125.00	$87,412.50	$685.98
110-2001	EXCAVATION (ROADWAY)	CY	$12.87	205154	$2,640,331.98	(11,769.00)	193,385.00	$2,488,864.95	($151,467.03)
132-2001	EMBANKMENT (FINAL)(ORD COMP)(TY A)	CY	$4.56	118098	$538,526.88	(118,098.00)	0.00	$0.00	($538,526.88)
132-9999	EMBANKMENT (FINAL)(ORD COMP)(TY A) 5% INCREASE (CO#19)	CY	$4.79	0	$0.00	87,201.00	87,201.00	$417,692.79	$417,692.79
160-2003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.01	194753	$196,700.53	8,535.00	203,288.00	$205,320.88	$8,620.35
164-2009	BROADCAST SEED (TEMP) (WARM)	SY	$0.04	97380	$3,895.20	(97,380.00)	0.00	$0.00	($3,895.20)
164-2011	BROADCAST SEED (TEMP) (COOL)	SY	$0.04	97380	$3,895.20	(46,668.60)	50,711.40	$2,028.46	($1,866.74)
164-2027	CELL FBR MLCH SEED(PERM)(URBAN/CLAY)	SY	$0.20	194753	$38,950.60	8,535.00	203,288.00	$40,657.60	$1,707.00
168-2001	VEGETATION WATERING	MG	$18.93	5843	$110,607.99	(5,843.00)	0.00	$0.00	($110,607.99)
169-2001	SOIL RETENTION BLANKETS (CL 1)(TY A)	SY	$0.95	194753	$185,015.35	8,535.00	203,288.00	$193,123.60	$8,108.25
247-2366	FL BS (CMP IN PLC)(TY A GR 5)(FNL POS)	CY	$26.70	26963	$719,912.10	2,983.00	29,946.00	$799,558.20	$79,646.10
260-2004	LIME (QUICKLIME)(DRY)	TON	$131.25	1602	$210,262.50	(1,602.00)	0.00	$0.00	($210,262.50)
260-2011	LIME TRT (EXIST MATL 12")	SY	$0.46	59333	$27,293.18	(59,333.00)	0.00	$0.00	($27,293.18)
275-2009	CEMENT TREAT (NEW BASE)(8")	SY	$10.95	887	$9,712.65	(379.70)	507.30	$5,554.94	($4,157.71)
310-2001	PRIME COAT (MC-30)	GAL	$4.57	22138	$101,170.66	(8,757.00)	13,381.00	$61,151.17	($40,019.49)
316-2707	ASPH (TIER III)	GAL	$4.15	19217	$79,750.55	(7,867.00)	11,350.00	$47,102.50	($32,648.05)
316-2719	AGGR (TIER III)	CY	$72.99	463	$33,794.37	(200.30)	262.70	$19,174.47	($14,619.90)
342-2002	PFC (ASPHALT) PG76-22	TON	$109.23	304	$33,205.92	(22.28)	281.72	$30,771.84	($2,434.08)
	TOTALS				$5,055,905.34			$4,460,261.48	($595,643.86)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
342-2006	PFC (AGGREGATE)(PG76 MIX) SAC-A	TON	$109.23	4,244.00	$463,572.12	(25.38)	4,218.62	$460,799.86	($2,772.26)
351-2002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	$32.19	1,391.00	$44,776.29	(1,391.00)	0.00	$0.00	($44,776.29)
354-2015	PLAN & TEXT ASPH CONC PAV (0" TO 1")	SY	$2.56	3,789.00	$9,699.84	(3,789.00)	0.00	$0.00	($9,699.84)
354-2017	PLAN & TEXT ASPH CONC PAV (0" TO 2")	SY	$1.32	72,709.00	$95,975.88	(26,502.00)	46,207.00	$60,993.24	($34,982.64)
400-2001	STRUCT EXCAV	CY	$75.00	22.00	$1,650.00	(22.00)	0.00	$0.00	($1,650.00)
400-2008	CUT & RESTORING PAV (ASPH)	SY	$120.75	44.00	$5,313.00	(25.00)	19.00	$2,294.25	($3,018.75)
403-2001	TEMPORARY SPL SHORING	SF	$15.00	1,984.00	$29,760.00	(396.00)	1,588.00	$23,820.00	($5,940.00)
416-2004	DRILL SHAFT (36 IN)	LF	$140.59	832.00	$116,970.88	82.40	914.40	$128,555.50	$11,584.62
416-2029	DRILL SHAFT (RDWY ILL POLE)(30 IN)	LF	$200.19	138.00	$27,626.22	8.00	146.00	$29,227.74	$1,601.52
420-2003	CL C CONC (ABUT)	CY	$700.00	230.90	$161,630.00	1.38	232.28	$162,596.00	$966.00
420-2006	CL C CONC (RAIL FOUNDATION)	CY	$350.00	338.00	$118,300.00	(0.94)	337.06	$117,971.00	($329.00)
420-2091	CL B CONC (MISC)	CY	$400.00	48.00	$19,200.00	(48.00)	0.00	$0.00	($19,200.00)
428-2002	CONC SURF TREAT (CLASS II)	SF	$1.50	5,798.00	$8,697.00	(5,798.00)	0.00	$0.00	($8,697.00)
432-2001	RIPRAP (CONC)(4 IN)	CY	$325.00	172.70	$56,127.50	(117.70)	55.00	$17,875.00	($38,252.50)
432-2002	RIPRAP (CONC)(5 IN)	CY	$300.00	698.80	$209,640.00	68.80	767.60	$230,280.00	$20,640.00
432-2033	RIPRAP (STONE COMMON)(DRY)(12 IN)	CY	$102.75	304.00	$31,236.00	270.60	574.60	$59,040.15	$27,804.15
432-2039	RIPRAP (MOW STRIP)(4 IN)	CY	$315.00	233.00	$73,395.00	(35.24)	197.76	$62,294.40	($11,100.60)
432-2041	RIPRAP (STONE COMMON)(DRY)(18 IN)	CY	$64.84	200.00	$12,968.00	38.50	238.50	$15,464.34	$2,496.34
432-2072	RIPRAP (CONC)(CL B)(RR8&RR9)	CY	$325.00	299.00	$97,175.00	446.30	745.30	$242,222.50	$145,047.50
450-2026	RAIL (TY PR2)	LF	$80.00	3,292.00	$263,360.00	(574.72)	2,717.28	$217,382.40	($45,977.60)
450-2143	RAILING (TY T551)	LF	$42.00	1,069.00	$44,898.00	(379.12)	689.88	$28,974.96	($15,923.04)
450-2146	RAIL (TY T552)	LF	$44.00	4,692.40	$206,465.60	(1,316.38)	3,376.02	$148,544.88	($57,920.72)
459-2011	GABION MATTRESSES (GALV)(12 IN)	SY	$55.50	9.00	$499.50	(9.00)	0.00	$0.00	($499.50)
464-2001	RC PIPE (CL III)(12 IN)	LF	$36.75	48.00	$1,764.00	10.00	58.00	$2,131.50	$367.50
464-2003	RC PIPE (CL III)(18 IN)	LF	$40.95	2,331.00	$95,454.45	391.00	2,722.00	$111,465.90	$16,011.45
464-2005	RC PIPE (CL III)(24 IN) (CO 11)	LF	$51.45	1,512.00	$77,792.40	20.00	1,532.00	$78,821.40	$1,029.00
465-2122	INLET (COMPL)(SPL)	EA	$4,462.52	47.00	$209,738.44	1.00	48.00	$214,200.96	$4,462.52
465-2414	INLET (COMPL)(MSE WALL)(2 GRATE)	EA	$5,145.03	5.00	$25,725.15	(2.00)	3.00	$15,435.09	($10,290.06)
466-2140	HEADWALL (CH-PW-S)(DIA=24 IN)	EA	$6,510.03	2.00	$13,020.06	(1.00)	1.00	$6,510.03	($6,510.03)
496-2006	REMOVE STR (HEADWALL)	EA	$997.51	7.00	$6,982.57	(2.00)	5.00	$4,987.55	($1,995.02)
496-2016	REMOVE STR (PIPE)	EA	$682.50	11.00	$7,507.50	(1.00)	10.00	$6,825.00	($682.50)
502-2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$2,715.86	26.00	$70,612.36	5.00	31.00	$84,191.66	$13,579.30
506-2002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	$16.05	800.00	$12,840.00	(141.00)	659.00	$10,576.95	($2,263.05)
506-2009	ROCK FILTER DAMS (REMOVE)	LF	$6.00	800.00	$4,800.00	(555.00)	245.00	$1,470.00	($3,330.00)
506-2034	TEMPORARY SEDIMENT CONTROL FENCE	LF	$2.05	11,460.00	$23,493.00	(1,576.00)	9,884.00	$20,262.20	($3,230.80)
The "Totals" from Table B of the previous work sheet:					$5,055,905.34			$4,460,261.48	($595,643.86)
					$7,704,571.10			$7,025,475.94	($679,095.16)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
512-2001	PORT CTB (FUR & INST)(SAFETY SH)(TY 1)	LF	$16.50	3,559.00	$58,723.50	(2,209.00)	1,350.00	$22,275.00	($36,448.50)
512-2008	PORT CTB (FUR & INST)(LOW PROFIT)(TY 1)	LF	$20.00	700.00	$14,000.00	(700.00)	0.00	$0.00	($14,000.00)
512-2009	PORT CTB (FUR & INST)(LOW PROFIT)(TY 2)	LF	$25.00	80.00	$2,000.00	(80.00)	0.00	$0.00	($2,000.00)
512-2019	PORT CTB (MOVE)(SAFETY SH)(TY 1)	LF	$9.00	7,197.00	$64,773.00	(257.00)	6,940.00	$62,460.00	($2,313.00)
512-2037	PORT CTB (REMOVE)(SAFETY SH)(TY 1)	LF	$10.00	3,559.00	$35,590.00	1,121.00	4,680.00	$46,800.00	$11,210.00
512-2044	PORT CTB (REMOVE)(LOW PROFIT)(TY 1)	LF	$12.50	700.00	$8,750.00	(620.00)	80.00	$1,000.00	($7,750.00)
512-2045	PORT CTB (REMOVE)(LOW PROFIT)(TY 2)	LF	$15.00	80.00	$1,200.00	(60.00)	20.00	$300.00	($900.00)
514-2003	PERM CONC TRF BARR (SAFETY SH)(TY 3)	LF	$200.00	119.00	$23,800.00	21.00	140.00	$28,000.00	$4,200.00
529-2003	CONC CURB & GUTTER (TY I)	LF	$14.00	9,993.00	$139,902.00	(1,213.00)	8,780.00	$122,920.00	($16,982.00)
529-2004	CONC CURB & GUTTER (TY II)	LF	$15.00	13,312.00	$199,680.00	(1,309.00)	12,003.00	$180,045.00	($19,635.00)
530-2010	DRIVEWAYS (CONC)	SY	$60.00	612.00	$36,720.00	214.61	826.61	$49,596.60	$12,876.60
530-2011	DRIVEWAYS (ACP)	SY	$27.33	724.00	$19,786.92	170.45	894.45	$24,445.32	$4,658.40
531-2015	CONC SIDEWALKS (4")	SY	$38.00	4,688.00	$178,144.00	134.61	4,822.61	$183,259.18	$5,115.18
531-2018	CURB RAMPS (SPECIAL)	EA	$1,500.00	20.00	$30,000.00	(16.00)	4.00	$6,000.00	($24,000.00)
540-2001	MTL W-BEAM GD FEN (TIM POST)	LF	$16.15	1,775.00	$28,666.25	148.50	1,923.50	$31,064.53	$2,398.28
540-2005	TERMINAL ANCHOR SECTION	EA	$423.00	8.00	$3,384.00	(1.00)	7.00	$2,961.00	($423.00)
540-2011	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	$950.00	5.00	$4,750.00	2.00	7.00	$6,650.00	$1,900.00
542-2001	REMOVING METAL BEAM GUARD FENCE	LF	$1.00	1,421.00	$1,421.00	(133.00)	1,288.00	$1,288.00	($133.00)
542-2002	REMOVING TERMINAL ANCHOR SECTION	EA	$75.00	9.00	$675.00	(2.00)	7.00	$525.00	($150.00)
544-2001	GUARDRAIL END TREATMENT (INSTALL)	EA	$1,710.00	9.00	$15,390.00	1.00	10.00	$17,100.00	$1,710.00
545-2049	CRASH CUSH ATTEN (INSTL)(WORKZONE)	EA	$7,000.00	13.00	$91,000.00	(4.00)	9.00	$63,000.00	($28,000.00)
545-2050	CRASH CUSH ATTEN (MOV&RESET)(WORKZONE)	EA	$1,200.00	10.00	$12,000.00	(2.00)	8.00	$9,600.00	($2,400.00)
545-2051	CRASH CUSH ATTEN (REMOVE)(WORKZONE)	EA	$500.00	6.00	$3,000.00	1.00	7.00	$3,500.00	$500.00
610-2068	REMOVE RDWY ILL ASSEM (TRANS BASE)	EA	$250.86	6.00	$1,505.16	6.00	12.00	$3,010.32	$1,505.16
618-2018	CONDT (PVC)(SCHD 40)(2") (CO 7) (CO 9)	LF	$9.03	16,228.00	$146,538.84	(2,569.00)	13,659.00	$123,340.77	($23,198.07)
618-2019	CONDT (PVC)(SCHD 40)(2")(BORE)	LF	$27.09	1,120.00	$30,340.80	677.00	1,797.00	$48,680.73	$18,339.93
618-2022	CONDT (PVC)(SCHD 40)(3")	LF	$8.28	2,165.00	$17,926.20	(270.00)	1,895.00	$15,690.60	($2,235.60)
618-2023	CONDT (PVC)(SCHD 40)(3")(BORE)	LF	$27.09	1,460.00	$39,551.40	(280.00)	1,180.00	$31,966.20	($7,585.20)
618-2060	CONDT (RM)(4')	LF	$57.20	270.00	$15,444.00	(270.00)	0.00	$0.00	($15,444.00)
620-2009	ELEC CONDR (NO. 6) BARE	LF	$1.05	11,653.00	$12,235.65	511.00	12,164.00	$12,772.20	$536.55
620-2011	ELEC CONDR (NO. 8) BARE (CO 9)	LF	$0.90	5,550.00	$4,995.00	1,524.00	7,074.00	$6,366.60	$1,371.60
624-2008	GROUND BOX TY A (122311) W/APRON	EA	$652.24	34.00	$22,176.16	(1.00)	33.00	$21,523.92	($652.24)
624-2012	GROUND BOX TY C (162911) W/APRON	EA	$762.62	6.00	$4,575.72	4.00	10.00	$7,626.20	$3,050.48
636-2001	ALUMINUM SIGNS (TY A)	SF	$23.08	61.69	$1,423.81	(6.81)	54.88	$1,266.63	($157.18)
636-2002	ALUMINUM SIGNS (TY G)	SF	$16.06	2,010.25	$32,284.62	(393.25)	1,617.00	$25,969.02	($6,315.60)
The "Totals" from Table B of the previous work sheet:					$7,704,571.10			$7,025,475.94	($679,095.16)
					$9,006,924.13			$8,186,478.76	($820,445.37)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
636-2003	ALUMINUM SIGNS (TY O)	SF	$17.06	937.00	$15,985.22	(190.25)	746.75	$12,739.56	($3,245.66)
644-2001	IN SM RD SN SUP&AM TY108BWG(1)SA(P)	EA	$378.00	9.00	$3,402.00	4.00	13.00	$4,914.00	$1,512.00
644-2004	IN SM RD SN SUP&AM TY108BWG(1)SA(T)	EA	$436.00	44.00	$19,184.00	6.00	50.00	$21,800.00	$2,616.00
644-2022	IN SM RD SN SUP&AM TYS80(1)SA(P)	EA	$502.00	12.00	$6,024.00	(1.00)	11.00	$5,522.00	($502.00)
644-2027	IN SM RD SN SUP&AM TYS80(1)SA(U)	EA	$715.00	2.00	$1,430.00	1.00	3.00	$2,145.00	$715.00
644-2060	REMOVE SM RD SN SUP & AM	EA	$50.00	22.00	$1,100.00	2.00	24.00	$1,200.00	$100.00
644-2063	INS SM RD SN SUP & AM (RAIL MOUNT)	EA	$1,690.00	8.00	$13,520.00	(1.00)	7.00	$11,830.00	($1,690.00)
647-2001	INSTALL LRSA (STRUCTURAL STEEL)	LB	$2.21	8,534.60	$18,861.47	(721.30)	7,813.30	$17,267.39	($1,594.08)
647-2002	RELOCATE LSRA	EA	$2,107.24	4.00	$8,428.96	(4.00)	0.00	$0.00	($8,428.96)
650-2226	REMOVE OVERHD SIGN SUP (SIGN ONLY)	EA	$321.10	4.00	$1,284.40	1.00	5.00	$1,605.50	$321.10
658-2260	INSTL DEL ASSM (D-SW)SZ (TYC)GF1	EA	$9.50	15.00	$142.50	14.00	29.00	$275.50	$133.00
658-2279	INSTL DEL ASSM (D-SY)SZ (TYC)GF1	EA	$9.50	10.00	$95.00	8.00	18.00	$171.00	$76.00
658-2294	INSTL DEL ASSM (D-DW)SZ 1 (FLX)SRF	EA	$36.00	22.00	$792.00	(13.00)	9.00	$324.00	($468.00)
658-2365	INSTL DEL ASSM (D-SY)SZ 1 (TYC)CTB(BR)	EA	$9.25	23.00	$212.75	(3.00)	20.00	$185.00	($27.75)
662-2001	WK ZN PAV MRK NON-REMOV (W) 4" (BRK)	LF	$0.41	4,437.00	$1,819.17	6,913.00	11,350.00	$4,653.50	$2,834.33
662-2004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	$0.36	20,165.00	$7,259.40	23,602.00	43,767.00	$15,756.12	$8,496.72
662-2009	WK ZN PAV MRK NON-REMOV (W) 8" (BRK)	LF	$0.67	1,634.00	$1,094.78	(847.00)	787.00	$527.29	($567.49)
662-2012	WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	$0.59	2,910.00	$1,716.90	14,790.00	17,700.00	$10,443.00	$8,726.10
662-2016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	$10.30	26.00	$267.80	436.00	462.00	$4,758.60	$4,490.80
662-2032	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	$0.36	17,418.00	$6,270.48	19,026.00	36,444.00	$13,119.84	$6,849.36
662-2036	WK ZN PAV MRK NON-REMOV (Y) 8" (SLD)	LF	$0.58	254.00	$147.32	(254.00)	0.00	$0.00	($147.32)
662-2064	WK ZN PAV MRK REMOVE (W) 4" (BRK)	LF	$0.73	1,050.00	$766.50	1,420.00	2,470.00	$1,803.10	$1,036.60
662-2067	WK ZN PAV MRK REMOVE (W) 4" (SLD)	LF	$0.44	4,540.00	$1,997.60	3,340.00	7,880.00	$3,467.20	$1,469.60
662-2079	WK ZN PAV MRK REMOVE (W) 24" (SLD)	LF	$7.60	82.00	$623.20	34.00	116.00	$881.60	$258.40
662-2099	WK ZN PAV MRK REMOVE (Y) 4" (SLD)	LF	$0.44	8,459.00	$3,721.96	(693.00)	7,766.00	$3,417.04	($304.92)
666-2002	REFL PAV MRK TY I (W) 4" (BRK)(090MIL)	LF	$0.49	8,050.00	$3,944.50	(1,649.00)	6,401.00	$3,136.49	($808.01)
666-2005	REFL PAV MRK TY I (W) 4" (DOT)(090MIL)	LF	$0.70	321.00	$224.70	(287.00)	34.00	$23.80	($200.90)
666-2011	REFL PAV MRK TY I (W) 4" (SLD)(090MIL)	LF	$0.46	18,277.00	$8,407.42	(203.00)	18,074.00	$8,314.04	($93.38)
666-2014	REFL PAV MRK TY I (W) 6" (BRK)(090MIL)	LF	$0.75	735.00	$551.25	2,005.00	2,740.00	$2,055.00	$1,503.75
666-2032	REFL PAV MRK TY I (W) 8" (LNDP)(090MIL)	LF	$1.10	803.00	$883.30	125.00	928.00	$1,020.80	$137.50
666-2035	REFL PAV MRK TY I (W) 8" (SLD)(090MIL)	LF	$0.81	14,133.00	$11,447.73	299.00	14,432.00	$11,689.92	$242.19
666-2038	REFL PAV MRK TY I (W) 12" (LNDP)(090MIL)	LF	$1.40	407.00	$569.80	-407.00	0.00	$0.00	($569.80)
666-2041	REFL PAV MRK TY I (W) 12" (SLD)(090MIL)	LF	$3.40	774.00	$2,631.60	182.00	956.00	$3,250.40	$618.80
666-2047	REFL PAV MRK TY I (W) 24" (SLD)(090MIL)	EA	$6.05	470.00	$2,843.50	30.00	500.00	$3,025.00	$181.50
The "Totals" from Table B of the previous work sheet:					$9,006,924.13			$8,186,478.76	($820,445.37)
					$9,154,575.34			$8,357,800.45	($796,774.89)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-2083	REFL PAV MRK TY I (W) (RR XING) (090MIL)	EA	$230.00	4.00	$920.00	4.00	8.00	$1,840.00	$920.00
666-2104	REFL PAV MRK TY I (Y) 4" (BRK)(090MIL)	LF	$0.51	330.00	$168.30	(60.00)	270.00	$137.70	($30.60)
666-2110	REFL PAV MRK TY I (Y) 4" (SLD)(090MIL)	LF	$0.47	19,697.00	$9,257.59	5,867.00	25,564.00	$12,015.08	$2,757.49
666-2125	REFL PAV MRK TY I (Y) 12" (SLD)(090MIL)	LF	$3.40	673.00	$2,288.20	(673.00)	0.00	$0.00	($2,288.20)
666-2131	REFL PAV MRK TY I (Y) 24" (SLD)(090MIL)	LF	$5.40	116.00	$626.40	(20.00)	96.00	$518.40	($108.00)
666-2140	REFL PAV MRK TY I (Y) 24" (MED NOSE)(090MIL)	EA	$300.00	1.00	$300.00	1.00	2.00	$600.00	$300.00
666-2142	REF PAV MRK TY II (W) 4" (BRK)	LF	$0.33	8,050.00	$2,656.50	883.00	8,933.00	$2,947.89	$291.39
666-2143	REF PAV MRK TY II (W) 4" (DOT)	LF	$0.51	321.00	$163.71	(287.00)	34.00	$17.34	($146.37)
666-2145	REF PAV MRK TY II (W) 4" (SLD)	LF	$0.29	19,681.00	$5,707.49	(5,811.00)	13,870.00	$4,022.30	($1,685.19)
666-2146	REF PAV MRK TY II (W) 6" (BRK)	LF	$0.37	735.00	$271.95	(735.00)	0.00	$0.00	($271.95)
666-2152	REF PAV MRK TY II (W) 8" (LNDP)	LF	$0.56	803.00	$449.68	125.00	928.00	$519.68	$70.00
666-2153	REF PAV MRK TY II (W) 8" (SLD)	LF	$0.38	14,133.00	$5,370.54	(781.00)	13,352.00	$5,073.76	($296.78)
666-2154	REF PAV MRK TY II (W) 12" (LNDP)	LF	$0.62	407.00	$252.34	(407.00)	0.00	$0.00	($252.34)
666-2155	REF PAV MRK TY II (W) 12" (SLD)	LF	$1.35	774.00	$1,044.90	(123.00)	651.00	$878.85	($166.05)
666-2157	REF PAV MRK TY II (W) 24" (SLD)	LF	$1.90	470.00	$893.00	30.00	500.00	$950.00	$57.00
666-2160	REF PAV MRK TY II (W) (ARROW)	EA	$44.00	24.00	$1,056.00	7.00	31.00	$1,364.00	$308.00
666-2165	REF PAV MRK TY II (W) (DBL ARROW)	EA	$51.00	4.00	$204.00	1.00	5.00	$255.00	$51.00
666-2173	REF PAV MRK TY II (W) (WORD)	EA	$53.00	23.00	$1,219.00	7.00	30.00	$1,590.00	$371.00
666-2176	REF PAV MRK TY II (Y) 4" (BRK)	LF	$0.33	330.00	$108.90	(60.00)	270.00	$89.10	($19.80)
666-2178	REF PAV MRK TY II (Y) 4" (SLD)	LF	$0.29	23,847.00	$6,915.63	339.00	24,186.00	$7,013.94	$98.31
666-2183	REF PAV MRK TY II (Y) 12" (SLD)	LF	$1.20	673.00	$807.60	(673.00)	0.00	$0.00	($807.60)
666-2185	REF PAV MRK TY II (Y) 24" (SLD)	LF	$1.75	116.00	$203.00	(20.00)	96.00	$168.00	($35.00)
672-2012	REFL PAV MRKR TY I-C	EA	$2.75	103.00	$283.25	6.00	109.00	$299.75	$16.50
672-2015	REFL PAV MRKR TY II-A-A	EA	$2.70	128.00	$345.60	68.00	196.00	$529.20	$183.60
672-2017	REFL PAV MRKR TY II-C-R	EA	$2.75	1,142.00	$3,140.50	(5.00)	1,137.00	$3,126.75	($13.75)
677-2001	ELIM EXT PAV MRK &MRKS (4")	LF	$0.61	44,243.00	$26,988.23	(5,903.00)	38,340.00	$23,387.40	($3,600.83)
677-2003	ELIM EXT PAV MRK &MRKS (8")	LF	$0.81	5,395.00	$4,369.95	(34.00)	5,361.00	$4,342.41	($27.54)
677-2005	ELIM EXT PAV MRK &MRKS (12")	LF	$1.35	5,001.00	$6,751.35	(3,302.00)	1,699.00	$2,293.65	($4,457.70)
684-2028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	LF	$0.75	5,036.00	$3,777.00	(553.00)	4,483.00	$3,362.25	($414.75)
684-2030	TRF SIG CBL (TY A)(14 AWG)(4 CONDR)	LF	$0.95	285.00	$270.75	20.00	305.00	$289.75	$19.00
684-2033	TRF SIG CBL (TY A)(14 AWG)(7 CONDR)	LF	$1.40	1,989.00	$2,784.60	417.00	2,406.00	$3,368.40	$583.80
686-2003	INS TRF SIG PL AM(S) 1 ARM (8')	EA	$4,013.79	2.00	$8,027.58	1.00	3.00	$12,041.37	$4,013.79
3224-2008	D-GR HMA(QCOA) TY-B PG64-72	TON	$62.40	23,389.00	$1,459,473.60	(63.30)	23,325.70	$1,455,523.68	($3,949.92)
3224-2027	D-GR HMA(QCOA) TY-C SAC-B PG70-22	TON	$66.94	11,596.00	$776,236.24	248.54	11,844.54	$792,873.51	$16,637.27
The "Totals" from Table B of the previous work sheet:					$9,154,575.34			$8,357,800.45	($796,774.89)
					$11,487,908.72			$10,699,239.61	($788,669.11)

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 19 ***Project # 13IFB00108***

TABLE B: Contract Items (*Continued*)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
3224-2028	D-GR HMA(QCOA) TY-C PG70-22	TON	$66.94	9,299.00	$622,475.06	(276.98)	9,022.02	$603,934.02	($18,541.04)
6266-2005	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	$1.40	5,644.00	$7,901.60	(428.00)	5,216.00	$7,302.40	($599.20)
WC-XXXX	CORE HOLES FOR BRIDGES	EA	$125.00	57.00	$7,125.00	(40.00)	17.00	$2,125.00	($5,000.00)
502-WC01	FORCE ACCOUNT FOR PEACE OFFICERS	DOL	$1.00	85,000.00	$85,000.00	32,044.23	117,044.23	$117,044.23	$32,044.23
585-WC01	ESTIMATED RIDE QUALITY BONUS/PENALTY	DOL	$1.00	25,000.00	$25,000.00	(21,185.00)	3,815.00	$3,815.00	($21,185.00)
3224-WC01	ESTIMATED PLACEMENT AND PRODUCTION	DOL	$1.00	65,000.00	$65,000.00	(58,716.89)	6,283.11	$6,283.11	($58,716.89)
3224-WC02	ESTIMATED PLACEMENT AND PRODUCTION	DOL	$1.00	35,000.00	$35,000.00	(33,821.86)	1,178.14	$1,178.14	($33,821.86)
3224-WC03	ESTIMATED PLACEMENT AND PRODUCTION	DOL	$1.00	35,000.00	$35,000.00	(35,000.00)	0.00	$0.00	($35,000.00)
684-2080	TRF SIG CBL (TY C)(14 AWG)(2 CONDR)	LF	$1.20	515.00	$618.00	3.00	518.00	$621.60	$3.60
9604-2001	FORCE ACCOUNT: ENV & KARST RELATED EXTRA W	DOL	$1.00	25,000.00	$25,000.00	(14,676.24)	10,323.76	$10,323.76	($14,676.24)
9604-2002	FORCE ACCOUNT: REPAIR/REPLACE TRAFFIC SAFET	DOL	$1.00	25,000.00	$25,000.00	(4,038.07)	20,961.93	$20,961.93	($4,038.07)
999-0019	18-INCH SLICK BORE	LF	$341.25	145.00	$49,481.25	(14.00)	131.00	$44,703.75	($4,777.50)
999-0021	8-INCH RESTRAINED JOINT DUCTILE IRON PIPE	LF	$105.00	1,520.00	$159,600.00	(6.00)	1,514.00	$158,970.00	($630.00)
999-0022	TRENCH EXCAVATION PROTECTION SYSTEM	LF	$5.25	1,520.00	$7,980.00	(137.00)	1,383.00	$7,260.75	($719.25)
438-WC01	CLEAN AND SEAL JOINTS (CL-3 SEALANT)	LF	$22.56	375.00	$8,460.00	53.56	428.56	$9,668.31	$1,208.31
454-2007	HEADER TYPE EXPANSION JOINT	CF	$799.45	27.06	$21,633.12	95.81	122.87	$98,228.42	$76,595.30
454-WC01	JOINT SEALANT (CL-7 SEALANT)	LF	$18.83	163.11	$3,071.36	318.99	482.10	$9,077.94	$6,006.58
8020-2005	REF PROF PAY MRK TY I (W) 6" (SLD)(100 MIL)	LF	$1.31	6,790.00	$8,911.88	(612.00)	6,178.00	$8,108.63	($803.25)
8020-2009	REF PROF PAV MRK TY I (Y) 6" (SLD)(100 MIL)	LF	$1.31	5,776.00	$7,581.00	(191.00)	5,585.00	$7,330.31	($250.69)
999-034	FORCE ACCOUNT FOR CONNECTION FEES	DOL	$1.00	5,000.00	$5,000.00	(5,000.00)	0.00	$0.00	($5,000.00)
999-035	ADDITIONAL HAUL OFF DUE TO CHANGE IN EXC/EMB QTY	CY	$2.37	0.00	$0.00	19,128.00	19,128.00	$45,333.36	$45,333.36
999-036	CONTRACT COST ADJUSTMENT FOR SETTLEMENT	LS	($34,231.51)	0.00	$0.00	1.00	1.00	($34,231.51)	($34,231.51)
999-037	SETTLEMENT AGREEMENT	LS	$646,836.71	0.00	$0.00	1.00	1.00	$646,836.71	$646,836.71
The "Totals" from Table B of the previous work sheet:					$11,487,908.72			$10,699,239.61	($788,669.11)
					$12,692,746.99			$12,474,115.47	($218,631.52)

CHANGE ORDER REASON(S) CODE CHART

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

Williamson County Road Bond Program

IH 35 Northbound Frontage Road
Williamson County Project No. 13IFB00108

Change Order No. 19

Reason for Change

This Change Order provides for balancing the overrun/underrun Contract quantities for the project as a result of addressing field conditions not accounted for in the original plan quantities and correct errors in the original plan quantities.

This Change Order also adds new Contract items for embankment and additional haul off to compensate the Contractor for additional costs due to changes in the excavation and embankment quantities on the project. The original plan quantities for excavation and embankment were incorrectly calculated between Sta. 221+00 to Sta. 227+07. When corrected, the Contract amount of excavation was reduced by 6% and the embankment quantity was reduced by 26%, which made the embankment eligible for a price adjustment. Hunter requested that the Contract unit price of the revised plan quantity for embankment be increased by 1.05%, a standard TxDOT adjustment provided for in the specifications, from $4.56 to $4.79 per CY. In addition, the much larger reduction in embankment caused an increase in the amount of material required to be hauled off of the project.

In addition to the changes related to the excavation and embankment items, other significant revisions include:

- Vegetative watering was not used on the project due to wet weather during vegetation establishment.
- Additional flex base was used on the project in lieu of the lime treated subgrade in spot locations since the majority of the subgrade material consisted of rock that did not require treatment and allowed for the deletion of the lime treated subgrade items.
- Flexible pavement structure repair item was not required because the existing pavement was in good shape prior to the final overlay.
- Milling and planing on the existing pavement was reduced by raising the elevation of the new roadway by 1”-2”.
- The existing concrete drainage channel was removed and reconfigured with new concrete to accommodate the realignment of the frontage road from Sta. 254+00 to 280+00.
- Various items related to the use of portable concrete traffic barrier and crash cushions during traffic control phases were reduced due to optimization of the traffic handling during construction.
- The amount of PR2 and T552 railing used on the project was inadvertently double quantified in the plans.

- The quantity of T551 railing was reduced due to the revisions to Retaining Wall 1.
- The Contractor did not achieve the predicted hot mix bonus on the project which results in a savings to the County for these items.
- The bridge header expansion joint item was overrun due to unanticipated field conditions.
- Item 502 Barricades, Signs and Traffic Handling has been overrun to match the number of days on the contract.

The above items are eligible for FHWA participation.

Finally, this Change Order adds new Contract items for a cost savings Contract adjustment and the final settlement amount between Hunter Industries, Ltd and Williamson County agreeing to a final Project cost. These two (2) items are not eligible for FHWA participation.

Following is a summary of new items required for this Change Order.

Item	Description	Qty	Unit
132-9999	EMBANKMENT (FINAL)(ORD COMP)(TY A) 5% INCREASE	87,201.00	CY
999-035	ADDITIONAL HAUL OFF DUE TO CHANGE IN EXC/EMB QTY	19,128.00	CY
999-036	CONTRACT COST ADJUSTMENT FOR SETTLEMENT	1.00	LS
999-037	SETTLEMENT AGREEMENT	1.00	LS

This Change Order results in a net decrease of $218,631.52 to the Contract amount, for an adjusted Contract total of $19,929,185.91. The original Contract amount was $18,690,161.52. As a result of this and all Change Orders to-date, $1,239,024.39 has been added to the Contract, resulting in a 6.6% net increase in the Contract cost. One hundred eighty-two (182) days will be added to the Contract as a result of this Change Order for a total of 953 days.

HNTB Corporation

James Klotz, P.E.

IH 35 NBFR Change Order Summary

6/16/2016

13IFB00108	IH 35 Northbound Frontage Road
Original Contract	$18,690,161.52

CO#	Type	Amount	Reason
1	TxDOT Funded	$102,415.22	Permanent & Temporary Railroad Crossing (Not Including Preemption)
2	Env	$25,000.00	Force Account: ENV & Karst Remediation
3	Utility	$134,242.61	City of Georgetown Waterline Relo at S.San Gabriel Abutment
4	Safety	$25,000.00	Force Account: Repair/Replace Traffic Safety Items and Related Extra Work
5	Utility	$146,697.00	City of Georgetown Waterline Relo at S.San Gabriel Abutment REV
6	Utility	$72,800.00	Concrete Cap for Atmos Gas
7	Utility	$58,193.51	Electrical Changes/PAETEC Materials
8	Utility	$18,805.73	Additional Storm Sewer Adjustments by Royal Vista
9	TxDOT Funded	$182,104.70	Georgetown Railroad Crossing Signals, Gates, and Equipment
10	Utility	$16,295.16	Time Extension & Addn'l Barricades due to Utility Conflicts
11	Safety	$65,545.20	Temporary Entrance Ramp (Pavement and RCP)
12	Utility	$15,159.85	Lower an existing Atmos Gas service line at Driveway 2
13	TxDOT Funded	$384,163.85	Additional Mainlane Paving
14	Safety	$60,000.00	Force Account for Peace Officers
15	Misc	$60,567.98	Traffic Counters
16	TxDOT Funded	$32,111.53	Georgetown Railroad Power Service
17	Design Change	$41,050.92	Frontage Road Realignment
18	Misc	$17,502.65	Misc. Added Work
19	Balancing	($218,631.52)	Balancing CO - Includes Settlement Agreement and Value Engineering
Total CO		$1,239,024.39	6.63%
Final Contract		$19,929,185.91	

Type	Subtotal	TxDOT Funded	CO %	County Funded	CO %
TxDOT Funded	$700,795.30	$700,795.30	3.75%		
Utility	$462,193.86			$462,193.86	2.47%
Safety/Env	$175,545.20			$175,545.20	0.94%
Design Change	$41,050.92			$41,050.92	0.22%
Balancing/Misc	($140,560.89)			($140,560.89)	-0.75%
				$538,229.09	**2.88%**

Commissioners Court - Regular Session **24.**

Meeting Date: 07/12/2016

Unintech SH 29 at DB Wood Road Contract Amendment No 2

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Contract Amendment No. 2 for Engineering Services for SH 29 @ D.B. Wood Road project between Williamson County and Unintech Consulting Engineers, Inc. relating to the 2013 Road Bond Program.

Background

Contract Amendment No. 2 amends the hourly rates in Exhibit D of the contract. On all terms remain the same.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Unintech SH 29 at DB Wood Road Contract Amendment No 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 08:21 AM
Form Started By: Marie Walters		Started On: 07/06/2016 05:46 PM
Final Approval Date: 07/07/2016		

RECEIVED
JUN 24 2016
BY: PST

CONTRACT AMENDMENT NO. _2___
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
SH 29 at D.B. Wood Road Improvements ("Project")

THIS CONTRACT AMENDMENT NO. _2_ to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Unintech Consulting Engineers, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective October 16, 2014 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $1,100,000; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

I. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D (must be attached).

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

MIN CHOW HEW
Printed Name

CHIEF OF ENGINEERING
Title

6-22-16
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

DK
MN 6/30/2016

EXHIBIT D

RATE SCHEDULE

Unintech Consulting Engineers, Inc.

Title	Rate (per hour)
Project Manager	$195.00
Senior Engineer	$160.00
Project Engineer	$135.00
Design Engineer	$110.00
EIT	$95.00
Drainage Engineer	$130.00
Senior CADD Operator	$95.00
Admin/Clerical	$45.00
Survey Project Manager	$160.00
Survey Technician	$85.00
Survey Tech GPS/SIT	$100.00
3 Man Survey Crew	$160.00
Survey Admin	$45.00

HDR Inc.

Title	Rate (per hour)
Senior Traffic Project Manager	$ 210.00
Senior Traffic Engineer	$ 180.00
Design Engineer	$120.00
EIT	$110.00
Traffic CADD Operator	$110.00
Admin/Clerical	$80.00

CP&Y, Inc.

Title	Rate (per hour)
Project Manager	$ 225.00
Senior Engineer	$ 155.00
Design Engineer	$ 115.00
EIT	$ 96.00
Chief Hydrologist	$ 185.00

Freese & Nichols.

Title	Rate (per hour)
Environmental Scientist VII	$190.00
Environmental Scientist V	$145.16
Environmental Scientist IV	$140.15
Environmental Scientist III	$113.63
Cultural Resource (Brian King)	$111.89
GIS III	$97.03
Admin	$95.45

Kleinfelder

Title	Rate (per hour)
Senior Principal	$160.00
Senior Engineer	$155.00
Project Manager	$110.00
Staff Professional I	$75.00
Assistant Project Manager	$90.00
CADD Operator	$70.00
Admin	$50.00
Technician III	$58.00
Technician II	$55.00

Drilling/Testing/Trip Fees		
Item	Unit	Unit Rate
Traffic Control	Days	$1500.00
Mobilization	EA	$150.00
Asphalt Patch	EA	$30.00
Drilling and Sampling, Soil	Feet	$9.50
Coring, Drilling (Soft Rock-Retaining Wall)	Feet	$18.00
Stand. Penetration Test	EA	$35.00
Free Swell	EA	$150.00
Gradation Test #200 Wash	EA	$65.00
Texas Triaxial TEX-117E, Part II	EA	$1950.00
Moisture Content, Dry Dens	EA	$17.00
Atterberg Limits	EA	$65.00
pH, Sulfate, Chloride	EA	$125.00
Eades and Grim Test	EA	$135.00
Standard Proctor	EA	210.00
Resilient Modulus (a set of two)	EA	900.00
Unconf. Compress. Strength	EA	$28.00

Commissioners Court - Regular Session **25.**

Meeting Date: 07/12/2016

Williamson County Expo Center P418 - Change Order 13

Submitted By: Gina Wrehsnig, Facilities Maintenance

Department: Facilities Maintenance

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on Williamson County Expo Center, P418, Change Order 13 from Flintco LLC in the amount of #33,593.00.

Background

This change order is for the acceptance of various additional scopes of work that were not detailed in the original plans but are necessary to complete the original design intent. These items were clarified through the RFI's, ASI's and ESI's which are included in the attached back-up documents. All items are within the project budget.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Expo Center - Change Order 13

Expo Center Budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:34 AM
Form Started By: Gina Wrehsnig		Started On: 07/07/2016 11:09 AM
Final Approval Date: 07/07/2016		

Change Order Request

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

Taylor, TX 76574

Flintco, LLC
Project # 15035

Change Order Request: 013 **Date: 6/29/2016**

To:	Dale Butler Williamson County Texas 3101 SE Inner Loop Georgetownn, TX 78626	**From:**	David Freisner Flintco, LLC 8100 Cross Park Dr. Austin, TX 78754-5249

Description	Category	Status
Added Scopes Via RFI ASI & Coordination	Contingency	New

Reference	Required By	Days Req	Amt Req
	7/6/2016	0	$0.00

Notes

PCO No	Date	Reference	Amt Prop	Days Req	Category	Reason
042	6/29/2016		$0.00	0	Change Order	Contingency

Additional Scopes Via RFI ASI and Coordiantion

Item No	Item Description	Amt Prop	Reference
001	Quality Iron Steel Revisions per ESI 006	$691.00	
002	Quality Iron Steel Revisions per RFI 127	$864.00	
003	Quality Iron Additional Steel for Roof Openings not on Structural Drawings	$9,386.00	
004	Baker Drywall Additional Parapet Wall Added in Metal Panel Shop Drawings	$5,722.00	
005	Keystone Concrete (COR 17) Added Light Footings in ASI 005	$3,497.00	
006	Keystone Concrete (COR 18) Added Concrete Topping Slabs & Footings Per Owner Request	$4,686.00	
007	Keystone Concrete (COR 16) Added Rebar per Structural Walk not shown on ASI 006 Docs	$741.00	
008	Ford AV Added Rough In Box at Covered Expo	$456.00	
009	Big State Added Scope to bring Existing Lighting Panel up to code and change emergency light batteries.	$7,550.00	
010	Funding Via Contractor Contingency	$(15,108.00)	
011	Funding Via Buyout Savings	$(18,485.00)	

Change Order Request

Flintco, LLC
CONTRACTOR
8100 Cross Park Dr.
Austin, TX 78754-5249
Address
By David Freisner
SIGNATURE
DATE 6/29/2016

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

Potential Change Orders

Detailed, Grouped by Each Number

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

Taylor, TX 76574

Project # 15035

Flintco, LLC
Tel: Fax: 15035

PCO #: 042 **6/29/2016** **Additional Scopes Via RFI ASI and Coordiantion** **New**

Category	Reason	Reference	COR Number	PCCO Number
Change Order	Contingency			

Notes **Revenue Code**

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	$0	$0	$0	$0
Approved Days:	0	**Cost:**	$0	$0	$0	$0

General Description	Quote Due	Quote Rec'd	Allocation		Estimated	Proposed	Approved	Applied
001 - QUAIOC - 000.051000.S	7/6/2016		**Budget:**	Pend Rev	$691	$691	$691	$691
Quality Iron Steel Revisions per ESI 006			**Cost:**	Pend Commt	$691	$691	$691	$691
002 - QUAIOC - 000.051000.S	7/6/2016		**Budget:**	Pend Rev	$864	$864	$864	$864
Quality Iron Steel Revisions per RFI 127			**Cost:**	Pend Commt	$864	$864	$864	$864
003 - QUAIOC - 000.051000.S	7/6/2016		**Budget:**	Pend Rev	$9,386	$9,386	$9,386	$9,386
Quality Iron Additional Steel for Roof Openings not on Structural Drawings			**Cost:**	Pend Commt	$9,386	$9,386	$9,386	$9,386
004 - BAKDRAU - 000.092000.S	7/6/2016		**Budget:**	Pend Rev	$5,722	$5,722	$5,722	$5,722
Baker Drywall Additional Parapet Wall Added in Metal Panel Shop Drawings			**Cost:**	Pend Commt	$5,722	$5,722	$5,722	$5,722
005 - KEYCO - 000.030000.S	7/6/2016		**Budget:**	Pend Rev	$3,497	$3,497	$3,497	$3,497
Keystone Concrete (COR 17) Added Light Footings in ASI 005			**Cost:**	Pend Commt	$3,497	$3,497	$3,497	$3,497
006 - KEYCO - 000.030000.S	7/6/2016		**Budget:**	Pend Rev	$4,686	$4,686	$4,686	$4,686
Keystone Concrete (COR 18) Added Concrete Topping Slabs & Footings Per Owner Request			**Cost:**	Pend Commt	$4,686	$4,686	$4,686	$4,686
007 - KEYCO - 000.030000.S	7/6/2016		**Budget:**	Pend Rev	$741	$741	$741	$741
Keystone Concrete (COR 16) Added Rebar per Structural Walk not shown on ASI 006 Docs			**Cost:**	Pend Commt	$741	$741	$741	$741
008 - - 000.244100.S	7/6/2016		**Budget:**	Pend Rev	$456	$456	$456	$456

Ford AV Added Rough In Box at Covered Expo		**Cost:**	Pend Commt	$456	$456	$456	$456
009 - BIGSE - 000.260000.S	7/6/2016	**Budget:**	Pend Rev	$7,550	$7,550	$7,550	$7,550
Big State Added Scope to bring Existing Lighting Panel up to code and change emergency light batteries.		**Cost:**	Pend Commt	$7,550	$7,550	$7,550	$7,550
010 - - 000.975500.M	7/6/2016	**Budget:**	Pend Rev	-$15,108	-$15,108	-$15,108	-$15,108
Funding Via Contractor Contingency		**Cost:**	Pend Commt	-$15,108	-$15,108	-$15,108	-$15,108
011 - - 000.975700.M	7/6/2016	**Budget:**	Pend Rev	-$18,485	-$18,485	-$18,485	-$18,485
Funding Via Buyout Savings		**Cost:**	Pend Commt	-$18,485	-$18,485	-$18,485	-$18,485

QUALITYIRON OF LOUISIANA

QI Project No.:	E15-48
QI Change Order No.:	10

CONTRACTOR:	FlintCo	DATE:	22-Jun-16
ATTENTION:	David Freisner		
PROJECT:	Williamson County Expo Center		
REFERENCE:	ESI 006 - Relocation of X-Bracing		

** NOTE: Material prices are subject to change to current market value at time of approval **

SHOP LABOR	0	*Hours* @	$75.00		$0
MATERIAL: 1/4"x4"x7"	0	*Lbs.* @	$0.6525		$0
MATERIAL: L4x4x1/4	0	*Lbs.* @	$0.8925		$0
FREIGHT	0	*Miles* @	$4.20		$0
DETAILING	0	*Hours* @	$65.00		$0
PRIME COAT	0	*Tons* @	$100		$0
TOP COAT	0	*Tons* @	$160		$0
GALVANIZING	0	*Lbs.* @	$0.4400		$0
FIELD LABOR & EQUIPMENT					$628
TAXES	$1,818	@	0.00% (tax exempt)		$0
		SUB TOTAL			$628
		OHP	10%		$63
		SUB TOTAL			$691
		SUB TOTAL			$691
		BOND	0.0%		$0
		TOTAL			$691

ACCEPTED BY: _____

(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION	5 days

CHOCTAW ERECTORS, INC.

June 22, 2016

Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403

Attn: Jeremy Bain

Re. Williamson County Expo Center
Taylor, Texas

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Gentlemen:

Attached you will find our T & M ticket for ESI 006 Brace conflicts with window (Our CR 12) which totals $628. Please review and issue your Change Order to cover this issue .

If you have any questions regarding any of these issues, please do not hesitate to contact us.

Sincerely

Choctaw Erectors, Inc.

Dale Pickett
Estimator

P.O. Box 156506
Fort Worth, Texas 76155

Phone (817) 285-7199
Fax (817) 285-7191

Choctaw Erectors, Inc.

FIELD WORK ORDER

TICKET # 1097-011

Project: **Williamson County Expo Center**

Date: 6/20/2016 #

To: Quality Iron Fabricators #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐

This ticket completes the work on this FWO ☑

Original FWO ticket # Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Ref. drawings or sketches:

Piece marks involved:

Describe the problem:

Move Brace in conflict with window.

Describe the field work required:

LABOR HOURS					PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman						
IW Foreman	1	4				
Ironworker	1	4				
Operator						
Oiler						

EQUIPMENT HOURS	HOURS
WELDER 250 AMP	4
26' Scissor Lift	4
Pickup & Handtools	4

ver 1-1

LABOR $				PREMIUM TIME ONLY	
	Regular time	Time & half	Double time	Time & half	Double time
General Foreman	$0.00	$0.00	$0.00	$0.00	$0.00
IW Foreman	$260.00	$0.00	$0.00	$0.00	$0.00
Ironworker	$220.00	$0.00	$0.00	$0.00	$0.00
Operator	$0.00	$0.00	$0.00	$0.00	$0.00
Oiler	$0.00	$0.00	$0.00	$0.00	$0.00
Labor Subtotals	$480.00	$0.00	$0.00	$0.00	$0.00

	EQUIPMENT $	$
23	WELDER 250 AMP	$40.00
15	26' Scissor Lift	$48.00
24	Pickup & Handtools	$60.00

ver 1-2

Total Labor	$480.00
Total Equipment	$148.00
Grand Total	$628.00

Choctaw Erectors Field Work Order

1097-011

CR12

#
#
#

Project:
Date: 6-20-2016
To: Quality Iron

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ■ Work initiated by Owner / plan change
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐ Original FWO ticket # _____

This ticket completes the work on this FWO ☐

Choctaw Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Move → To 21 (Q9 R3) (5.4 5.7)

Ref. drawings or sketches: Line 0.9

Piece marks involved:

Describe the problem: X Brace Move

Describe the field work required:

Cut move and Weld 100%.
4 Welding Chips

LABOR		HOURS WORKED			PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double tim
Gen. Foreman	1	4 hrs				
W Foreman						
ronworker	1	4 hrs				
Operator						
iler						

EQUIPMENT	HOURS
Sissor Lift	4
Welding Machine	4
Torch	4

eman's nature: Javier Galicia

Verification Signature:

ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

Distribution to:

OWNER	☐
ARCHITECT	☑
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address)	Williamson County Expo Center 210 Carlos Parker Blvd. Taylor, Texas	ENGINEER'S SUPPLEMENTAL INSTRUCTION NO: 006
OWNER:	Williamson County	DATE OF ISSUANCE: 6/16/16
TO (Architect):	Populous	ENGINEER: Engineering 360, Inc.
CONTRACT FOR: General Construction		ENGINEER'S PROJECT NO: 14095

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

Description:

Relocate X-Bracing as noted on attached Sheet S201R4.

STATE OF TEXAS
LAURENCE J. FISHER
50110
REGISTERED
PROFESSIONAL ENGINEER

ATTACHMENTS: S201R4

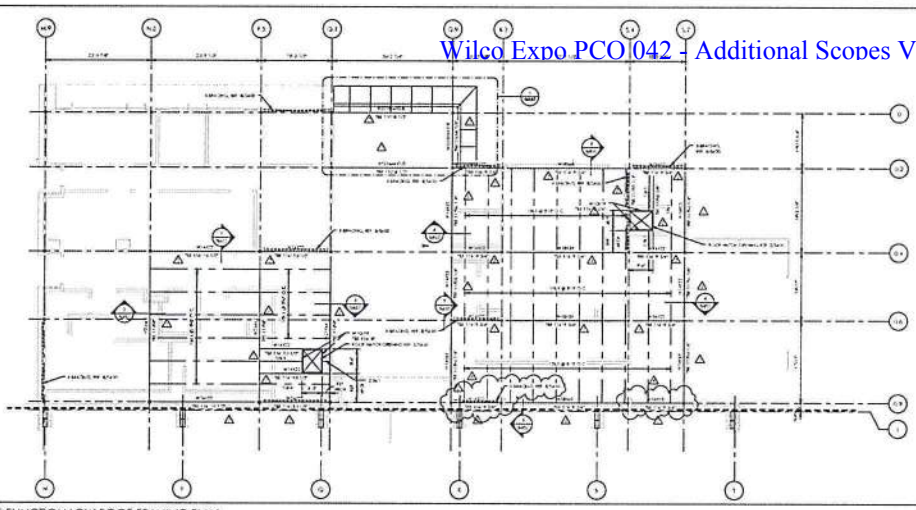
ISSUED:

BY: _____
Engineer Larry J. Fisher

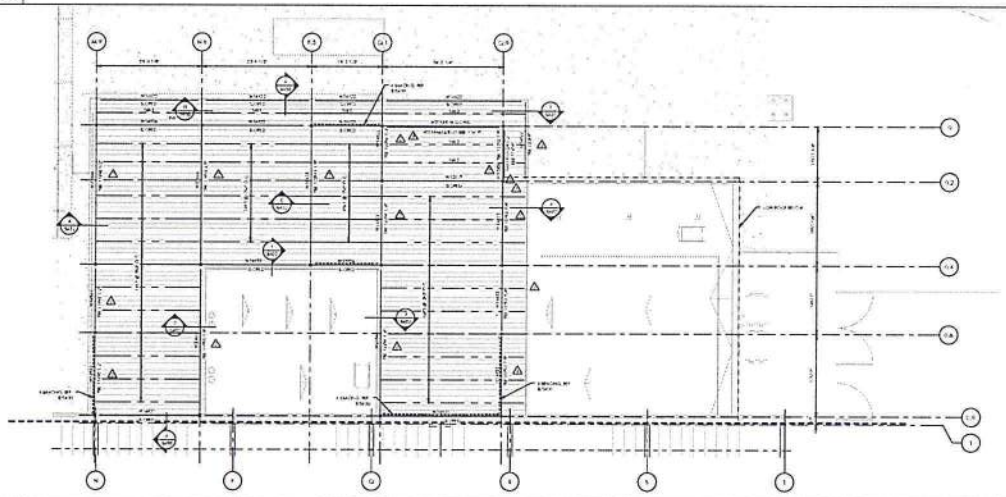
ACCEPTED:

BY: _____
Contractor

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf



1 PRE-FUNCTION LOW ROOF FRAMING PLAN



2 PRE-FUNCTION HIGH ROOF FRAMING PLAN

POPULOUS

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

CONSTRUCTION DOCUMENTS
September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

F1 F2 E D C B

360 ENGINEERING

"Bringing Structure to the world"

POPULOUS

PARTIAL ROOF FRAMING PLAN PRE-FUNCTION AREA

S201

Kevin Ball

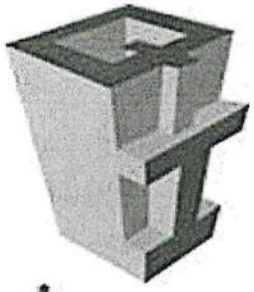
From: Jeremy Bain [jbain@qualityironla.com]
Sent: Monday, June 20, 2016 4:07 PM
To: denniss@choctawerectors.com; Dale Pickett; Kevin Ball
Subject: FW: WilCO Expo ESI 006
Attachments: 14095_Williamson CO Expo_ESI 006 - Relocate X-Bracing_ 06-16-2016.pdf; ATT00001.htm

Be advised that Choctaw Erectors is released to proceed with relocating this x-brace on a T & M basis. Note ESI 006 on the CE and the EWTs. Make sure that a FlintCo rep signs the ticket.

Thanks,

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Jeremy Bain
Senior Project Manager
Quality Iron Fabricators
30875 Strawberry Ln.
Hammond, LA 70403
P: 985.467.0845
C: 985.981.3492
Qifab.com



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

From: David Freisner [mailto:DFreisner@flintco.com]
Sent: Friday, June 17, 2016 12:24 PM
To: Jeremy Bain <jbain@qualityironla.com>
Cc: Mike Smith <MSmith@flintco.com>; Ricky Galloway <RGalloway@flintco.com>
Subject: Fwd: WilCO Expo ESI 006

Please see the attached ESI. Please release Choctaw to provide on a T & M basis to relocate this x brace.

Best Regards,

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

Begin forwarded message:

From: "Bill Bourne" <Bill.Bourne@populous.com>
To: "David Freisner" <DFreisner@flintco.com>, "Mike Smith" <MSmith@flintco.com>
Cc: "ryan@modedc.us" <ryan@modedc.us>, "Lucas Bergstrom" <Lucas.Bergstrom@populous.com>
Subject: WilCO Expo ESI 006

David/Mike-

Attached is ESI 006 for relocating the X-Bracing. I'll send over updated plans on Monday that show the furring for this.

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Bill Bourne
SENIOR ASSOCIATE

POPULOUS
4800 Main Street | Suite 300
Kansas City, Missouri 64112 | USA
Direct: +1 816 329 4504 | Fax: +1 816 221 1578
Mobile: +1 816 588 1256
www.populous.com

Drawing people together for unforgettable experiences

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ENGINEER'S SUPPLEMENTAL INSTRUCTIONS

Distribution to:

OWNER	☐
ARCHITECT	☑
CONTRACTOR	☐
FIELD	☐
OTHER	☐

PROJECT: (name, address)	Williamson County Expo Center 210 Carlos Parker Blvd. Taylor, Texas	ENGINEER'S SUPPLEMENTAL INSTRUCTION NO: 006
OWNER:	Williamson County	DATE OF ISSUANCE: 6/16/16
TO (Architect):	Populous	ENGINEER: Engineering 360, Inc.
CONTRACT FOR: General Construction		ENGINEER'S PROJECT NO: 14095

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor change to the Work as consistent with the Contract Documents and return a copy to the Engineer.

Description:

Relocate X-Bracing as noted on attached Sheet S201R4.

STATE OF TEXAS
LAURENCE J. FISHER
50110
REGISTERED
PROFESSIONAL ENGINEER

ATTACHMENTS: S201R4

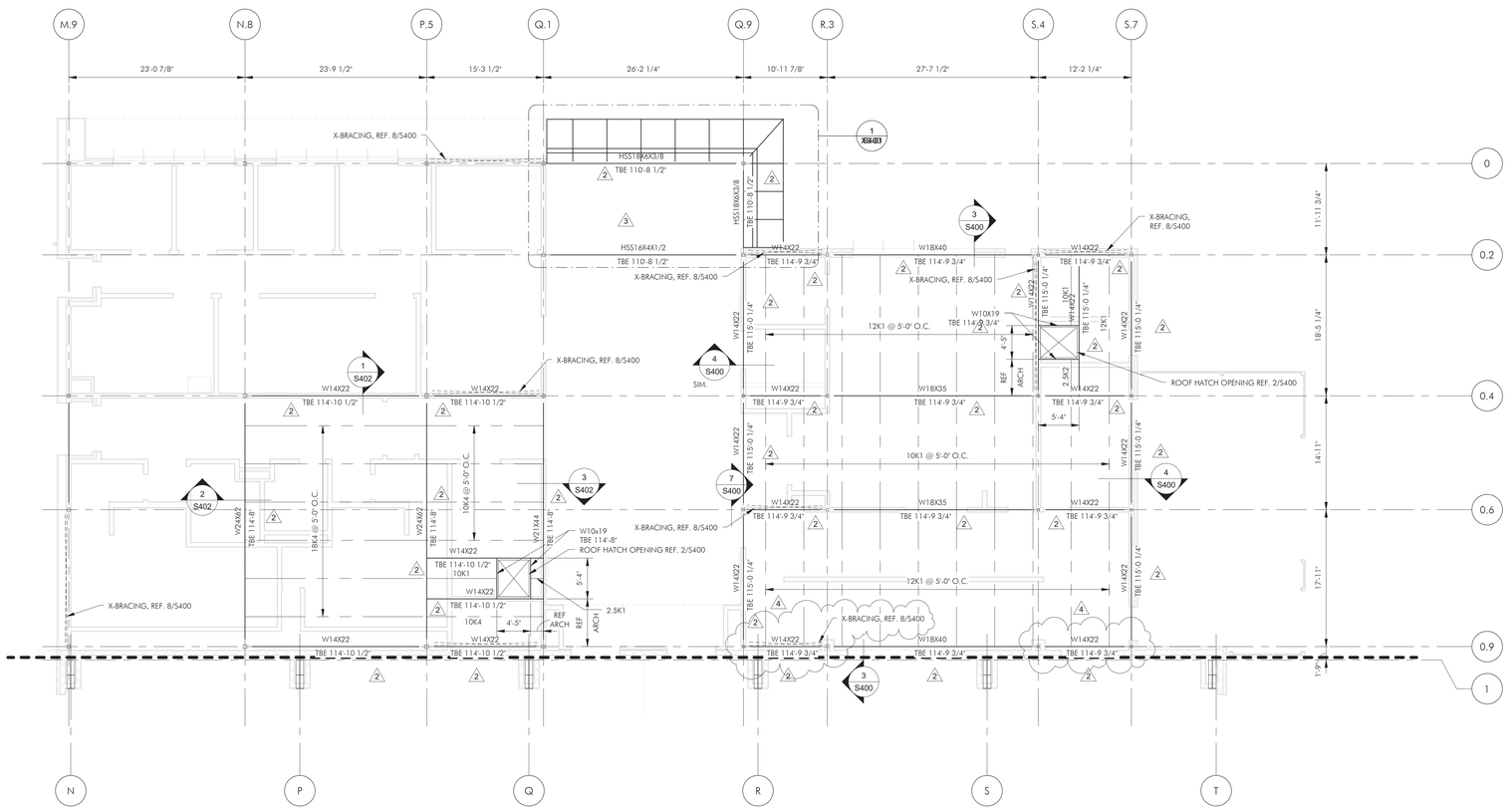
ISSUED:

BY: _____
Engineer Larry J. Fisher

ACCEPTED:

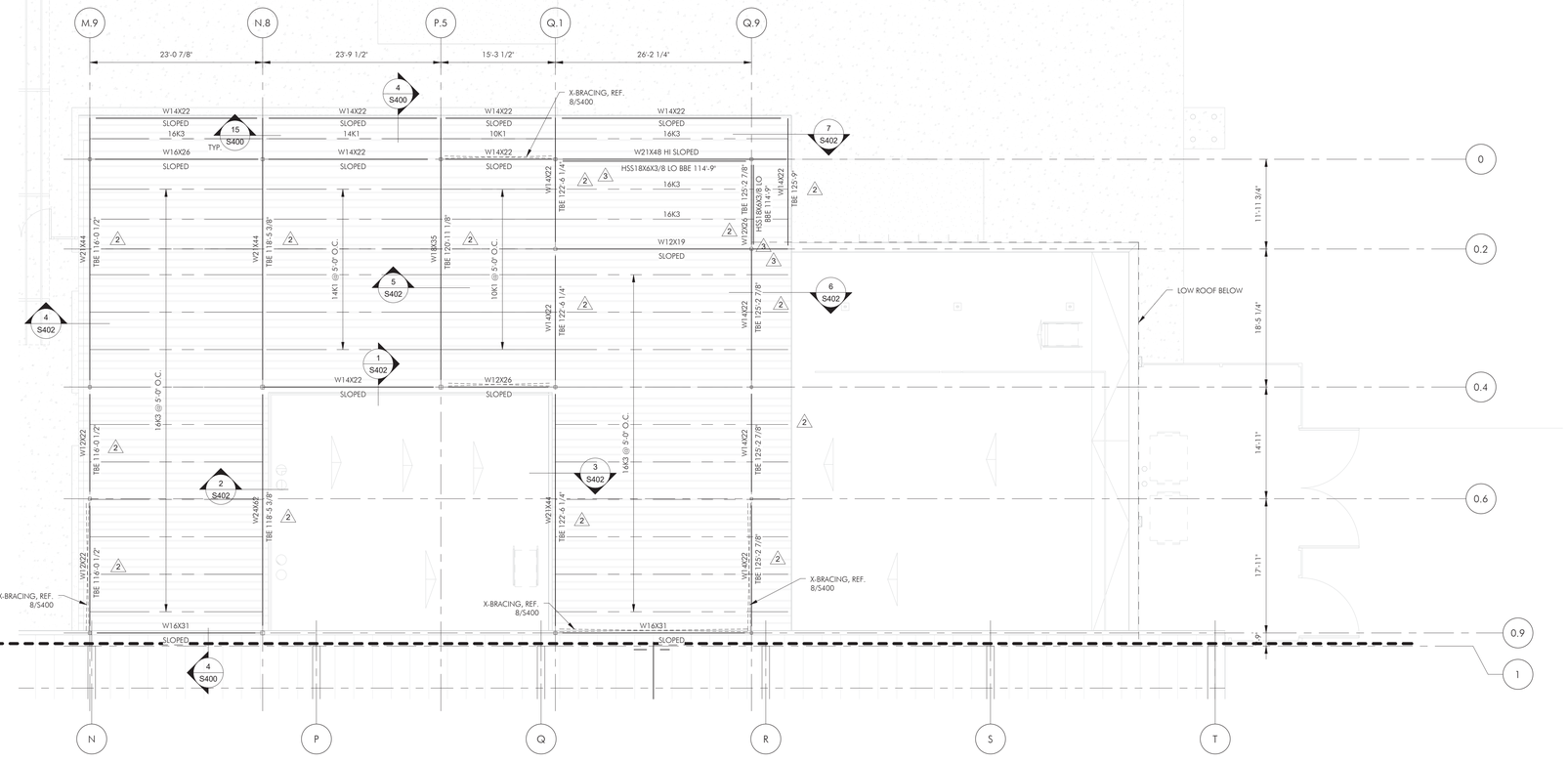
BY: _____
Contractor

6/15/2016 4:04:58 PM



NORTH | 1/8" = 1'-0"

1 PRE-FUNCTION LOW ROOF FRAMING PLAN



NORTH | 1/8" = 1'-0"

2 PRE-FUNCTION HIGH ROOF FRAMING PLAN

POPULOUS

POPULOUS
Architecture, Planning, Interiors, Programming
300 Wyandotte, Suite 200
Kansas City, Missouri 64105
816/ 221-1500

Associate Architect
Morman Architecture
400 W Main St #222
Round Rock, TX 78664
512-733-1150

Structural Engineer
Engineering 360 Inc.
2851 Joe DiMaggio Unit 22
Round Rock, TX 78665
512-244-1966

MEP/Energy Consultants
Hendrix Consulting Engineers
115 E Main Street
Round Rock, TX 78664
512-218-0060

Civil Engineer/Landscape
Hoff Associates, Inc.
Two Sierra Way, Suite 105
Georgetown, TX 78626
512-942-6232

WILLIAMSON COUNTY EXPO CENTER

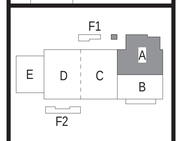
210 CARLOS PARKER BOULEVARD
TAYLOR, TEXAS 76574

CONSTRUCTION DOCUMENTS

September 16, 2015

REVISIONS

NO.	DATE	DESCRIPTION
1	9/25/2015	Addendum No. 1
2	01/05/2016	RFI 040
3	01/15/2016	ASI #004
4	06/15/2016	ESI #006



LAURENCE J. FISHER 50110 REGISTERED PROFESSIONAL ENGINEER
9/16/15
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY LAURENCE J. FISHER, P.E. 50110.
THIS DRAWING IS RELEASED FOR CONSTRUCTION. THIS DRAWING MAY NOT BE MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE ENGINEER, AND THEN ONLY IN ACCORDANCE WITH THE RULES OF THE TEXAS ENGINEERING PRACTICE ACT.

360 ENGINEERING INC.

2851 Joe DiMaggio, Unit 22
Round Rock, TX 78665
Phone (512) 244-1966
Fax (512) 388-3698
TBPE Registration No. F-12702

JOB NO. 14095

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"Bringing Structure to the world"

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2. BY THE ACT OF SUBMITTING A BID FOR THE PROPOSED CONTRACT, THE BIDDER WARRANTS THAT THE BIDDER, AND ALL SUBCONTRACTORS AND SUPPLIERS WORKING FOR THE BIDDER, HAVE CAREFULLY AND THOROUGHLY REVIEWED THE DRAWINGS AND SPECIFICATIONS AND OTHER CONSTRUCTION CONTRACT DOCUMENTS AND HAVE FOUND THEM COMPLETE AND FREE FROM AMBIGUITIES AND SUITABLE FOR THE INTENDED PURPOSE INTENDED. THE BIDDER FURTHER WARRANTS THAT TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THE MATERIALS AND ASSOCIATED EQUIPMENT AND PRODUCTS SPECIFIED OR INDICATED HEREIN ARE ACCEPTABLE FOR ALL APPLICABLE CODES AND AUTHORITIES.

PROJECT NO. 14.3903 | ISSUED BY POPULOUS

ISSUED DATE:

SHEET TITLE:

PARTIAL ROOF FRAMING PLAN PRE-FUNCTION AREA

DISCIPLINE - CODE | SEQUENCE - SHEET

S201 4

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QUALITYIRON OF LOUISIANA

QI Project No.:	E15-48
QI Change Order No.:	9R1

CONTRACTOR:	FlintCo	DATE:	22-Jun-16
ATTENTION:	David Fresnier		
PROJECT:	Williamson County Expo Center		
REFERENCE:	RFI 127- Kalwall and steel conflict		

** NOTE: Material prices are subject to change to current market value at time of approval **

SHOP LABOR	0	*Hours* @	$75.00	$0
MATERIAL: 1/4"x4"x7"	0	*Lbs.* @	$0.6525	$0
MATERIAL: L4x4x1/4	0	*Lbs.* @	$0.8925	$0
FREIGHT	0	*Miles* @	$4.20	$0
DETAILING	0	*Hours* @	$65.00	$0
PRIME COAT	0	*Tons* @	$100	$0
TOP COAT	0	*Tons* @	$160	$0
GALVANIZING	0	*Lbs.* @	$0.4400	$0
FIELD LABOR & EQUIPMENT				$785
TAXES	$1,818	@	0.00% (tax exempt)	$0

SUB TOTAL		$785
OHP	10%	$79
SUB TOTAL		$864
SUB TOTAL		$864
BOND	0.0%	$0
TOTAL		$864

ACCEPTED BY: _____

(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION: 5 days

CHOCTAW ERECTORS, INC.

June 22, 2016

Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403

Attn: Jeremy Bain

Re. Williamson County Expo Center
Taylor, Texas

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Gentlemen:

Attached you will find our T & M ticket for RFI 127 Brace conflicts with window (Our CR 10) which totals $785. Please review and issue your Change Order to cover this issue .

If you have any questions regarding any of these issues, please do not hesitate to contact us.

Sincerely

Choctaw Erectors, Inc.

Dale Pickett
Estimator

P.O. Box 156506
Fort Worth, Texas 76155

Phone (817) 285-7199
Fax (817) 285-7191

Choctaw Erectors, Inc.

FIELD WORK ORDER

TICKET # 1097-010

Project: **Williamson County Expo Center**

Date: 6/9/2016 #

To: Quality Iron Fabricators #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐

This ticket completes the work on this FWO ☑

Original FWO ticket #

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Ref. drawings or sketches:

Piece marks involved:

Describe the problem:

RFI 127 Brace in conflict with window

Describe the field work required:

LABOR HOURS					PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman						
IW Foreman	1	5				
Ironworker	1	5				
Operator						
Oiler						

EQUIPMENT HOURS			HOURS
WELDER 250 AMP			5
26' Scissor Lift			5
Pickup & Handtools			5

ver 1-1

LABOR $				PREMIUM TIME ONLY	
	Regular time	Time & half	Double time	Time & half	Double time
General Foreman	$0.00	$0.00	$0.00	$0.00	$0.00
IW Foreman	$325.00	$0.00	$0.00	$0.00	$0.00
Ironworker	$275.00	$0.00	$0.00	$0.00	$0.00
Operator	$0.00	$0.00	$0.00	$0.00	$0.00
Oiler	$0.00	$0.00	$0.00	$0.00	$0.00
Labor Subtotals	$600.00	$0.00	$0.00	$0.00	$0.00

EQUIPMENT $		
23	WELDER 250 AMP	$50.00
15	26' Scissor Lift	$60.00
24	Pickup & Handtools	$75.00

ver 1-2

Total Labor	$600.00
Total Equipment	$185.00
Grand Total	$785.00

QUALITYIRON OF LOUISIANA

QI Project No.:	E15-48
QI Change Order No.:	6R1

CONTRACTOR:	FlintCo	DATE:	20-Jun-16
ATTENTION:	David Freisner		
PROJECT:	Williamson County Expo Center		
REFERENCE:	RTU Support Steel		

** NOTE: Material prices are subject to change to current market value at time of approval **

SHOP LABOR	4.75	*Hours* @	$75.00		$356
MATERIAL: L2x2x1/4	638	*Lbs* @	$0.6525		$416
MATERIAL: L4x4x1/4	792	*Lbs* @	$0.6525		$517
FREIGHT	0	*Miles* @	$4.20		$525
DETAILING	0	*Hours* @	$65.00		$0
PRIME COAT	0.72	*Tons* @	$100		$72
TOP COAT	0	*Tons* @	$160		$0
GALVANIZING	0	*Lbs.* @	$0.4400		$0
FIELD LABOR & EQUIPMENT					$6,646
TAXES	$1,818	@	0.00% (tax exempt)		$0
		SUB TOTAL			$8,532
		OHP	10%		$853
		SUB TOTAL			$9,386
		SUB TOTAL			$9,386
		BOND	0.0%		$0
		TOTAL			$9,386

ACCEPTED BY: _____

(No Work Will Be Performed Without Authorization)

PLUS TIME EXTENSION 5 days

CHOCTAW ERECTORS, INC.

June 17, 2016

Quality Iron of Louisiana
30875 Strawberry Ln.
Hammond, LA 70403

Attn: Jeremy Bain

Re. Williamson County Expo Center
Taylor, Texas

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Gentlemen:

Attached you will find an additional T & M tickets for Roof Opening Frames (Our CR 5) which totals $1,385. That brings our new total on this issue to $6,646. Please review and issue your Change Order to cover this issue .

If you have any questions regarding any of these issues, please do not hesitate to contact us.

Sincerely

Choctaw Erectors, Inc.

Dale Pickett
Estimator

P.O. Box 156506
Fort Worth, Texas 76155

Phone (817) 285-7199
Fax (817) 285-7191

Choctaw Erectors, Inc.

FIELD WORK ORDER

TICKET # 1097-009

Project: **Williamson County Expo Center**

Date: 6/8/2015 #

To: Quality Iron Fabricators #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐

This ticket completes the work on this FWO ☑

Original FWO ticket # Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Ref. drawings or sketches:

Piece marks involved:

Describe the problem:

Additional opening frames field fabricated and installed below deck

Describe the field work required:

LABOR HOURS					PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman						
IW Foreman	1	5				
Ironworker	3	5				
Operator						
Oiler						

EQUIPMENT HOURS	HOURS
WELDER 250 AMP	10
26' Scissor Lift	5
Pickup & Handtools	5

ver 1-1

LABOR $				PREMIUM TIME ONLY	
	Regular time	Time & half	Double time	Time & half	Double time
General Foreman	$0.00	$0.00	$0.00	$0.00	$0.00
IW Foreman	$325.00	$0.00	$0.00	$0.00	$0.00
Ironworker	$825.00	$0.00	$0.00	$0.00	$0.00
Operator	$0.00	$0.00	$0.00	$0.00	$0.00
Oiler	$0.00	$0.00	$0.00	$0.00	$0.00
Labor Subtotals	$1,150.00	$0.00	$0.00	$0.00	$0.00

	EQUIPMENT $	$
23	WELDER 250 AMP	$100.00
15	26' Scissor Lift	$60.00
24	Pickup & Handtools	$75.00

ver 1-2

Total Labor	$1,150.00
Total Equipment	$235.00
Grand Total	$1,385.00

Choctaw Erectors Field Work Order

CR 5 ADD

Project

Date 6-8-16

To

Category of extra field work (check one)

- [ ] Fabrication or detailing error
- [ ] Shop work performed in field
- [x] Claim for lost time or productivity
- [ ] Error in concrete, embeds, or anchors
- [ ] Work initiated by Owner / plan change
- [ ] Work for G.C. or another Subcontractor

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

This ticket is a continuation of a previous FWO [ ] Original FWO ticket #

This ticket completes the work on this FWO [ ]

Ref. drawings or sketches:

Piece marks involved:

Describe the problem: built 4 frames for the plumes.

Describe the field work required:

cut, built & weld 100%

LABOR		HOURS WORKED			PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman	1	5				
IW Foreman						
Ironworker	3	5				
Operator						
Oiler						

EQUIPMENT	HOURS
2 welder machines 1 s/ 2 sec 1 el	5
1 torch.	
	5

Foreman's Signature:

Verification Signature: David Wilson

Choctaw Erectors, Inc.

FIELD WORK ORDER

TICKET # 1097-001

Project: **Williamson County Expo Center**

Date: 6/3/2016 #

To: Quality Iron Fabricators #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐

This ticket completes the work on this FWO ☑

Original FWO ticket # Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Ref. drawings or sketches:

Piece marks involved:

Describe the problem:

Field Fabricate Opening Frames and install below deck

Describe the field work required:

LABOR HOURS					PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman						
IW Foreman	1	8	4			
Ironworker	4	8	4			
Operator						
Oiler						

EQUIPMENT HOURS	HOURS
WELDER 250 AMP	24
26' Scissor Lift	24
Pickup & Handtools	12

ver 1-1

LABOR $				PREMIUM TIME ONLY	
	Regular time	Time & half	Double time	Time & half	Double time
General Foreman	$0.00	$0.00	$0.00	$0.00	$0.00
IW Foreman	$520.00	$344.00	$0.00	$0.00	$0.00
Ironworker	$1,760.00	$1,216.00	$0.00	$0.00	$0.00
Operator	$0.00	$0.00	$0.00	$0.00	$0.00
Oiler	$0.00	$0.00	$0.00	$0.00	$0.00
Labor Subtotals	$2,280.00	$1,560.00	$0.00	$0.00	$0.00

	EQUIPMENT $	$
23	WELDER 250 AMP	$240.00
15	26' Scissor Lift	$288.00
24	Pickup & Handtools	$180.00

ver 1-2

Total Labor	$3,840.00
Total Equipment	$708.00
Grand Total	$4,548.00

Choctaw Erectors Field Work Order

Project:

Date: 6-3-16

To:

CR5

#

#

#

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work initiated by Owner / plan change
- ☐ Work for G.C. or another Subcontractor

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

This ticket is a continuation of a previous FWO ☐ Original FWO ticket #

This ticket completes the work on this FWO ☐

Ref. drawings or sketches: Q.9 : R.3, R.3 : S.4, S.4 : S.7, Q.9 : R.3

Piece marks involved: P.5 : Q.1, P5 : Q.1, P.5,

Describe the problem:

cut built frames reinforce joist weld 100%

Describe the field work required: cut, weld Frames, reinforcement of joist for the ac units

LABOR		HOURS WORKED			PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman	1	12				
IW Foreman	1	12				
Ironworker	3	12				
Operator						
Oiler						

EQUIPMENT	HOURS
2 welder machines, 2 sissor lift	
1 Torch	

Foreman's Signature: Orlando Miranda

Verification Signature: David Freisner

Choctaw Erectors, Inc.

FIELD WORK ORDER

TICKET # 1097-002

Project: **Williamson County Expo Center**

Date: 6/4/2016 #

To: Quality Iron Fabricators #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work for G.C. or another Subcontractor

This ticket is a continuation of a previous FWO ☐

This ticket completes the work on this FWO ☑

Original FWO ticket #

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Ref. drawings or sketches:

Piece marks involved:

Describe the problem:

Field Fabricate Opening Frames and install below deck

Describe the field work required:

LABOR HOURS					PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman						
IW Foreman	1		2.5			
Ironworker	2		2.5			
Operator						
Oiler						

EQUIPMENT HOURS			HOURS
WELDER 250 AMP			5
26' Scissor Lift			2.5
Pickup & Handtools			2.5

ver 1-1

LABOR $				PREMIUM TIME ONLY	
	Regular time	Time & half	Double time	Time & half	Double time
General Foreman	$0.00	$0.00	$0.00	$0.00	$0.00
IW Foreman	$0.00	$215.00	$0.00	$0.00	$0.00
Ironworker	$0.00	$380.00	$0.00	$0.00	$0.00
Operator	$0.00	$0.00	$0.00	$0.00	$0.00
Oiler	$0.00	$0.00	$0.00	$0.00	$0.00
Labor Subtotals	$0.00	$595.00	$0.00	$0.00	$0.00

	EQUIPMENT $	$
23	WELDER 250 AMP	$50.00
15	26' Scissor Lift	$30.00
24	Pickup & Handtools	$37.50

ver 1-2

Total Labor	$595.00
Total Equipment	$117.50
Grand Total	$712.50

Choctaw Erectors Field Work Order

Project: #

Date: 6-4-16 CR5 #

To: #

Category of extra field work (check one):

- ☐ Fabrication or detailing error
- ☐ Shop work performed in field
- ☐ Claim for lost time or productivity
- ☐ Error in concrete, embeds, or anchors
- ☐ Work initiated by Owner / plan change
- ☐ Work for G.C. or another Subcontractor

Wilco Expo PCO 042 - Additional Scopes via RFI ASI and Coordination.pdf

This ticket is a continuation of a previous FWO ☐ Original FWO ticket #

This ticket completes the work on this FWO ☐

Ref. drawings or sketches: 0.6 to 0.4

Piece marks involved:

Describe the problem: Last Frame to A/C Soport

Describe the field work required:

Cut built Frame Welk 100%.

LABOR		HOURS WORKED			PREMIUM TIME ONLY	
Description	Qty	Regular time	Time & half	Double time	Time & half	Double time
Gen. Foreman	1	2.5				
IW Foreman	~~1~~					
Ironworker	2	2.5				
Operator						
Oiler						

EQUIPMENT	HOURS
1 Sissor Lift, 1 torch	2.5
2 Welding Machines	2.5

Foreman's Signature: Sawyer Calvin

Verification Signature:

Baker Drywall

DATE: June 27, 2016

Work Authorization

TO: Flintco
8100 Cross Park Drive
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 92655

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: See attached

FOREMAN:	2	HOURS @	$45.00	$90
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	28	HOURS @	$37.50	$1,050
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	3	HOURS @	$32.00	$96
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	1	Lump Sum	$150.00	$150
	0			
			LABOR TOTAL:	$1,386

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
6" 16ga Flat Strap	6	pcs	$24.00	$144
6" 18ga Track	18	pcs	$14.00	$252
6" 18ga Studs 10'	14	pcs	$15.00	$210
2"x2"x6" 14ga Clips	30	pcs	$6.50	$195
5/8" 4x8 Dens Deck Prime	20	pcs	$35.00	$700
Fastners	1	box	$100.00	$100
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Chop Saw Blades	4	ea	$8.00	$32
	0	hrs	$0.00	$0
SALES TAX:	0.00%			$0
			MATERIAL TOTAL:	$1,633
			TOTAL COST:	$3,019
OVERHEAD & Profit:	10%			$302

Wilco Expo PCO 042 - Additional Scope Per RFI ASI and Coordination.pdf

TOTAL DUE THIS WORK AUTHORIZATION: $3,321

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 92655

SHEET NO. _____

DATE 06/09/16 to 06/10/16

CUSTOMER ORDER NO. _____

PROJECT Williamson County Expo

JOB NO. 18020980

WORK PERFORMED BY Baker

FOR Flinteo

AUTHORIZED BY Mike Smith

TITLE Super

DESCRIPTION OF WORK Make a pomeret wall with 18 gauge studs - track and flat strap. in west side of Prepunction c. L. 0.9 From South c. L. S.7 all the way to c. L. Q. 9. and install dens deeck all the way around, west East and South. install up to 3" North side 20" From deeck

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 men Framing prefelling deedeck 2m	m	9 hrs each	
2 men	m	5 hrs each	
Clean up & Stocking		3 hrs	
Supervision		2	
		33 hrs	

MATERIAL

DESCRIPTION	QUANTITY
16 gauge 6" x 6" Flat Strap	6 pc
6" x 10" x 18 gauge Track	18 pc.
6" x 10 18 gauge studs	19 pc.
2" x 8" x 6" 14 gauge clips	30 pc
4" x 8" x 3/8 denDeeck	20 pc.
3/8" Bummer Screws	1 Box

EQUIPMENT & TOOLS

DESCRIPTION	TIME
Delivery	2 hrs
2 metal Shop Vacs	9 hrs

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordination.pdf

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

Baker Drywall

DATE: June 27, 2016

Work Authorization

TO: Flintco
8100 Cross Park Drive
Austin, TX 78754
Attn: David Freisner

JOB WORK ORDER # 92074

PROJECT: Williamson Co Expo Center

DESCRIPTION OF WORK: See attached

FOREMAN:	1	HOURS @	$45.00	$45
FOREMAN OT:	0	HOURS @	$67.50	$0
MECHANIC	24	HOURS @	$37.50	$900
MECHANIC OT	0	HOURS @	$56.25	$0
LABORER:	2	HOURS @	$32.00	$64
LABORER OT:	0	HOURS @	$16.00	$0
Delivery Fee	0	Lump Sum	$150.00	$0
	0			

LABOR TOTAL: $1,009

MATERIALS:	*QUANTITY*		*UNIT PRICE*	
6" 16ga Flat Strap	6	pcs	$24.00	$144
6" 18ga Track	12	pcs	$14.00	$168
6" 18ga Studs 10'	16	pcs	$15.00	$240
	0	pcs	$6.50	$0
5/8" 4x8 Dens Deck Prime	14	pcs	$35.00	$490
Fastners	1	box	$100.00	$100
	0		$0.00	$0
	0		$0.00	$0
	0		$0.00	$0
EQUIPMENT:			$0.00	$0
Chop Saw Blades	4	ea	$8.00	$32
	0	hrs	$0.00	$0
SALES TAX:	0.00%			$0

MATERIAL TOTAL: $1,174

TOTAL COST: $2,183

OVERHEAD & Profit: 10% $218

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordination.pdf

TOTAL DUE THIS WORK AUTHORIZATION: $2,401

Thank You

Baker Drywall - Austin, Ltd.
3600 E. Whitestone Blvd.
Cedar Park, TX 78613

Direct Phone: (512)-616-5205
Direct Fax: (512)-616-5252

Baker Drywall

WORK AUTHORIZATION

No. 92074

SHEET NO. _____

DATE 06/09/16 to 06/10/16 CUSTOMER ORDER NO. _____

PROJECT Williamson County EXPO JOB NO. 1292990

WORK PERFORMED BY Baker FOR Flintco

AUTHORIZED BY Mike Smith TITLE Super

DESCRIPTION OF WORK Frame parapet up to 18" from finish floor above Roof between Col. Q.1 and Col. M.8 South North west Side of penetration with 18 gauge metal Studs Flat Strap 18 gauge and 2" 18 gauge track and install 3" of densdeck in west side 6" of densdeck in East Side and North side. C North flat roof

LABOR

NAME	TRADE	ACTUAL HOURS WORKED STRAIGHT TIME	ACTUAL HOURS WORKED PREMIUM TIME
2 man Framing	M	8 hrs each	
2 men doing densdeck		9 hrs each	
1 men doing Cleanup Stocking		2 hrs	
Supervision		1	
		27 hrs	

MATERIAL

DESCRIPTION	QUANTITY
4'x8' 5/8" densdeck	14 P.C.
6"x10' 18 gauge Studs	16 P.C.
6"x10' 18 gauge track	12 P.C.
6"x10" 16 gauge flat strap	6 P.C.
1 5/8" Screws	1 Box

EQUIPMENT & TOOLS

DESCRIPTION	TIME

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordination.pdf

TERMS OF WORK AUTHORIZATION

1. Must be paid within 30 days of completion.
2. If change order from contractor is required, change order will be issued within 5 days.
3. Contractor's representation signing has full authority to issue work authorization.
4. Retainage will not be withheld unless agreed in advance.

REMARKS: _____

CONTRACTOR _____ ARCHITECT OWNER _____ SUBCONTRACTOR _____

BY _____ BY _____ BY _____

BILLING ADDRESS _____ ADDRESS _____ BILLING ADDRESS _____

JOB COMPLETED ☐ YES ☐ NO

NOTE: COMPLETE A SEPARATE DAILY WORK ORDER FOR (1) EACH JOB (2) EACH DAY (DO NOT ATTEMPT TO COMBINE JOBS OR DAYS)

WORK AUTHORIZATION NOT SIGNED BECAUSED:

☐ UNABLE TO CONTACT REPRESENTATIVE

☐ AUTHORIZED BY PHONE

☐ FORM ISSUED FOR RECORD PURPOSES ONLY - AUTHORIZATION IN DISPUTE

P1200-B 11/11

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

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
June 17, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #17 — **Concrete Light Bases per ASI 005**

Keystone Concrete Placement's Work:

Install 5 ea concrete light bases per ASI 005, as shown on sheet A2-1A. Bases to be 24" diameter, 3' OA height, 6" above finish grade. Reinforced with 4#4 vertical & 3#3 ties horizontal eq. spaced.

Labor:		$	1,965
Materials:		$	789
Equipment:		$	425
Overhead & Profit:	10%	$	318

Note: Work Complete.

Total Change Request: $ 3,497

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

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

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

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
June 17, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #18 — **Topping at Footings**

Keystone Concrete Placement's Work:

1 - Add concrete topping at 2 footings at Existing Arena to raise them to existing/adjacent concrete elevation(s). Top of footing elevation poured per structural details. 1 footing on grid line 1 between B-C, 1 footing on grid line 7, between B-C.

2 - Add 2 divider wall across 2 footings at existing arena to separate fill materials by others. Top of walls to be placed at existing, adjacent concrete/asphalt.

Labor:		$	2,426
Materials:		$	1,609
Equipment:		$	225
Overhead & Profit:	10%	$	426

Note: Work Complete.

Total Change Request: $ 4,686

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

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

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

CHANGE AUTHORIZATION

To:
David Freisner, Ricky Galloway
Flintco, LLC

Date:
June 10, 2016

Project:
Williamson County Expo Center

From:
John Miles
Keystone Concrete Placement

Change Request #16 — **Add Extra Rebar at Column Footings**

Keystone Concrete Placement's Work:

Add rebar to encompass new anchor bolts added at 2 new columns added per ASI006. Per detail 4/S302, no rebar is shown to encase new anchor bolts. Each column added 2 sets of #3 horizontal ties, 4 ea, and 4#6 vertical "L" bars per engineer's direction.

Labor:		$	588
Materials:		$	85
Equipment:		$	-
Overhead & Profit:	10%	$	68

Note: Work Complete.

Total Change Request: $ 741

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

Printed Name _____
Title _____
Signature _____
Date _____

Thank you,
John Miles
Project Manager
Keystone Concrete Placement

C.O. BREAKDOWN

DATE: 6/10/2016

Project Name: Williamson County Expo Center
Description of Change: **Add Extra Rebar at Column Footings**

Add rebar to encompass new anchor bolts added at 2 new columns added per ASI006. Per detail 4/S302, no rebar is shown to encase new anchor bolts. Each column added 2 sets of #3 horizontal ties, 4 ea, and 4#6 vertical "L" bars per engineer's direction.

Total Square Feet: 1
GRAND TOTAL: **$740**

COST BREAKDOWN

DESCRIPTION	UNITS	UNIT TYPE	COST / UNIT	COST / UNIT	TOTAL COST
LABOR			Reg	**OT**	
Carpenter	12	HRS	$ 43.40	$ 65.10	$ 520.80
Superintendent	1	HRS	$ 66.83	$ 100.25	$ 66.83
	13.0	**LABOR TOTAL:**			**$ 587.63**
REINFORCING STEEL					
Reinforcing Steel	125	LBS	$ 0.48		$ 60.00
Accessories	1	LS	$ 25.00		$ 25.00
		REINFORCING TOTAL:			**$ 85.00**

COST SUBTOTAL:	Materials & Labor - Unit Price Items Not Incl.		**$ 672.63**
OVERHEAD & PROFIT:		10%	$ 67.26
Sub Total - Material & Labor			**$ 739.89**
Sub Total - Unit Pricing			**$ -**
TOTAL PRICE:			**$ 739.89**

Keystone Concrete Placement

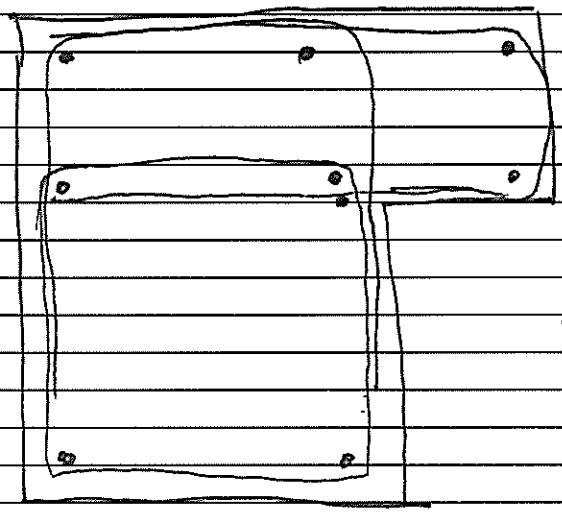
35 County Rd. 150
Georgetown, TX 78626
Office: (512) 931-3033
Fax: (512) 931-0995

EXTRA WORK ORDER

PROJECT NAME	GENERAL CONTRACTOR
WILCO EXPO	FINTCO
ADDRESS	KEYSTONE JOB NO.
CITY: TAYLOR, TX	EXTRA WORK STARTING DATE: 6/7 - 6/8/16

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Description of Work – Please describe in detail to enable the work to be priced.



Add 4 - #6 Vert

Add #3 Hairpin ties As Needed

2 carpenters 3 hours on each column.

6 hours per column x 2 = 12 hours

PLEASE NOTE: Extra work order must be signed before the work can be started, since it is not part of the contract for this project.

Keystone Superintendent Name	General Contractor Superintendent Name: Mike Smith
Signature	Signature
Date	Date: 6-8-16

PLEASE PRINT

WHITE - KEYSTONE OFFICE YELLOW - KEYSTONE OFFICE PINK - KEYSTONE SUPERINTENDENT COPY GOLD - GENERAL CONTRACTOR SUPERINTENDENT COPY

CUSTOMER CHANGE ORDER

PROJECT: Wilco Expo Center
QUOTE: WILCO01
CUSTOMER: Flintco

TODAY'S DATE: **06/08/16**
JOB NUMBER: 1607170
CHANGE ORDER NUMBER: **0001**
AGREEMENT DATE: **04/15/16**

SCOPE OF WORK

The Agreement Scope of Work shall be changed as follows:

1. Ford AV will provide qty (1) FSR Wall Box and Cover to the General Contractor and Box and Cover are to be installed by Electrical Contractor in the B Section of the Covered Expo.

The Agreement Equipment List shall be changed as follows:

LINE NO	QTY	ITEM NO	DESCRIPTION	UOM	PRICE	EXTENSION
1	1		RE: Sales Order WILCO01	EA	421.00	421.00
2					0.00	0.00
3					0.00	0.00
4					0.00	0.00
5					0.00	0.00
6					0.00	0.00
7					0.00	0.00
8					0.00	0.00
9					0.00	0.00
10					0.00	0.00
					Merchandise Sub-Total	$ 421.00
					Labor	0.00
					Freight	35.00
					Sales Tax	0.00
					Change Order Total	$ 456.00

The original Agreement sum was		**288,864.00**
Net change by previous Change Orders	$	-
The revised Agreement sum prior to this Change Order	$	288,864.00
The Agreement sum shall (increase/decrease) by this Change Order in the amount of	**$**	**456.00**
The new Agreement sum including this Change Order is	**$**	**289,320.00**

The Agreement time will be (unchanged) by..... 0 days.
The date of Substantial Completion as of the date of this Change Order is..... 0 days.

FORD AUDIO-VIDEO SYSTEMS, LLC

Michael Sullivan - Sales Estimator

Date

CUSTOMER

Customer Signature

Print Name and Title

Date

ford audio-video

1340 Airport Commerce Drive, Austin, TX 78741 512-447-1103

PROPOSAL NO.	WILCO01
DATE	06/08/16
PAGE	1 of 1
CUSTOMER NO.	flini1

SALES QUOTE

BILL TO

Flintco Inc.
5316 W. Highway 290, Ste 480

Austin, TX 78735
Attn: David Freisner

SHIP TO

Flintco Inc.
5316 W. Highway 290, Ste 480
Austin, TX 78735

Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

SALES REP	LOCATION	DIVISION	DATE NEEDED	TAX CODE	TYPE	CLASS	INV TIME	SHIP CPL	PRINTED ON
sullm	7	7	06/08/16	TXAUS	QJ	J		N	06/08/16 10:27 AM

SHIP VIA	FREIGHT	TERMS	PURCHASE ORDER #	CUSTOMER PHONE #
CUST				512-891-7224

QUANTITY	ITEM NUMBER	DESCRIPTION	UOM	PRICE	EXTENDED PRICE
WALL BOX-COVER					
1.00	FSR.16782	BOX,1G/2G,ONE SIDE,4,OTHER,INT	EA	215.00	215.00
1.00	FSR.16784	BOX,WB-X2 COVER W/LCK,CBLE,BLK	EA	206.00	206.00
				SECTION TOTAL:	421.00
				MERCHANDISE :	421.00
				FREIGHT :	35.00
				SALES TAX :	0.00
				QUOTE AMOUNT :	456.00

Thank you for your business. www.fordav.com

PROPRIETARY INFORMATION. The information contained herein is for use by the parties hereto and is not for distribution outside their respective companies. All material is guaranteed to be as specified. All work shall be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate. This agreement is contingent upon accidents or delays beyond our control. Owner shall carry fire and other necessary insurance. Our workers are covered by Worker's Compensation insurance. This proposal is valid for 30 days.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

AUTHORIZED BY: _____ DATE: _____

BIG STATE ELECTRIC, LTD.

7101 Burleson RD • Austin, TX 78702 • Ph.: 512.385.6160 • Fax: 512.385.6177

June 07, 2016

Ricky Galloway
Flintco

Existing Arena Electrical Maintenance Wilco Expo PCO 042 - Additional Scopes Via RFI ASI and Coordiantion.pdf

Thank you for the opportunity to provide an electrical proposal on the above referenced project. From our understanding the building was struck by lightning awhile back resulting in four lighting contactors being burned up. Individual circuits involved were tied together to bypass the lighting contactor resulting in the breakers to be turned on and off for their control. Since these breakers were not "switch rated" it has weakened their performance over a period of time and need to be replaced. During our visit we noticed a lot of rust and dirt in the electrical gutter below the panels as well. Emergency lighting in the existing arena has two lights currently out. There are 20 emergency lights in the arena. The batteries have a 5-7 year life span.

Recommendation's for repair:

1) *Change lighting breakers out in panels associated with the contactors after hours*
2) *Change guts out for the four contactors with 6 contacts apiece. This will leave some for spares for future needs*
3) *Shut power off after hours to re torque, clean and seal panels and electrical gutter below panel*
4) *Change all 20 batteries out in emergency lights with snorkel lift*

Price $7,550.00 No Tax

If you have any questions or require any additional information regarding our above referenced proposal, please do not hesitate to contact us.

Respectfully submitted,
Gary Wernli
Big State Electric
7101 Burleson Road
Austin, TX 78744

ITEM	ORIGINAL BUDGET	CURRENT ESTIMATES	Delta "Savings"	Invoiced to Date
A/E	$867,750.00	$ (867,750.00)	$0.00	$729,577.11
SOFT COST	$622,113.50	$ (211,078.48)	$411,035.02	$125,744.28
GMP (SEE GMP BALANCES ON SHEET 2)	$10,978,073.00	$ (10,463,090.00)	$514,983.00	$4,500,355.00
SUBTOTALS	**$12,467,936.50**	**$ (11,541,918.48)**	**$926,018.02**	**$5,355,676.39**

GMP BALANCES

Spec Section / Bid	Description of Work / Subcontractor / Supplier / Vendor / Specification Section	Original Contract Value	Schedule of Values Breakdown	Subcontract Change Orders
Construction Manager's Contingency		$1,125,458.00		
	PCO#011 - Transfer to Owner Contingency			($500,000.00)
	PCO#020 - Transfer to Owner Contingency			($400,000.00)
Construction Manager Contingency - Subtotal		$1,125,458.00	$0.00	($900,000.00)
Construction Manager Contingency - Total			$1,125,458.00	**$225,458.00**

Owner's Construction Contingency		$253,228.00		
	PCO#011 - Transfer from CM Contingency			$500,000.00
OCO#001	PCO#012 - Alt#3 Earthwork			($24,970.00)
OCO#002	PCO#014 - Early Scopes of Alt#1, Alt#3, Alt#10, Add Elec per RFI 027			($489,051.00)
OCO#004	PCO#017 - Added Propane Tanks & Bollards			($14,579.00)
OCO#004	PCO#018 - Concrete Protection			($2,000.00)
OCO#004	PCO#019 - Bleacher & Concrete Removal			($12,860.00)
	PCO#020 - Transfer from CM Contingency			$400,000.00
OCO#004	PCO#021 - Alt#1, Alt#3 Buyout Competion			($399,182.00)
OCO#006	Alt#19 LEDs & Additional AV Scope Over GMP			($162,409.00)
OCO#007	Electrical Upgrades			($15,225.00)
OCO#008	NOT ACCEPTED			$0.00
OCO#009	Accept Fall Protection Scope Removal and Added Rain Days			$0.00
OCO#010	Additional Concrete at South End of Existing Arena			($7,316.00)
Owner's Construction Contingency - Subtotal		$253,228.00	$0.00	($227,592.00)
Owner's Construction Contingency - Total			$253,228.00	**$25,636.00**

Future Buyout Delta - THIS AMOUNT WILL FLUCTUATE AS BUYOUT PROGRESSES		$462,602.00		
	PCO#010 - Removal of 6 Trees			($2,500.00)
	PCO#014 - Light Pole Credit per RFI 029			$1,970.00
OCO#003	PCO#015 - Earthwork Credit per RFI 035 & 041			$12,513.00
OCO#005	PCO#023 - Additional Traffic Rated Pull Boxes			($4,759.00)
OCO#005	PCO#024 - Removal of Light Pole per RFI 062			($673.00)
OCO#007	Added Scope through ASI 005			($58,207.00)
OCO#010	PEMB Roof Modifications at Covered Penning			($48,774.00)
OCO#011	Additional Scope for RFI's and ESI 005			($29,358.00)
OCO#012	Paint Existing Arena Structure and Misc.			($68,925.00)
Future Buyout Delta - Subtotal		$462,602.00	$0.00	($198,713.00)
Future Buyout Delta - Total			$462,602.00	**$263,889.00**

Commissioners Court - Regular Session **26.**

Meeting Date: 07/12/2016

2006 GO Park Bond Transfer

Submitted By: Jaime Aleman, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the transfer of 2006 GO Park Bond funds in the total amount of $942,427.99 to the Expo Center Project (P418) per the attached list.

Background

In an effort to complete the spending of the 2006 GO Park bonds, the following transfers will allow the Expo Center project to spend down the remaining balances of the current open projects. The projects that are being transferred from will be reestablished in the 2013 Park Bond program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2006 GO Park Bond Transfers

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:57 AM
Form Started By: Jaime Aleman		Started On: 07/07/2016 11:18 AM
Final Approval Date: 07/07/2016		

2006 GO Park Bond Transfers		
FROM:	**To:**	**Amount:**
P164 GO 2006 PARKS NON-DEPARTMENTAL	P418 Expo Center	3,819.05
P202 THRALL PARK	P418 Expo Center	50.15
P208 LAKE CREEK TRAIL	P418 Expo Center	8,744.51
P259 BRUSHY CREEK TRAIL PH IV	P418 Expo Center	120,292.76
P316 BLACKLAND HERITAGE PHASE I	P418 Expo Center	75,553.52
P320 SW REG PARK PAVILION	P418 Expo Center	391,700.00
P321 Champion Park Ph 2	P418 Expo Center	342,268.00
		942,427.99

Commissioners Court - Regular Session **27.**

Meeting Date: 07/12/2016

2013 Park Bond Issuance

Submitted By: Jaime Aleman, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the allocation of 2013 Park Bond funds for the second bond issuance in the total amount of $20,000,000.00 per the attached list.

Background

The second issuance of $20,000,000.00 in the 2013 Park Bonds was sold in May and funds arrived in June. The attachment is the recommended budget allocations for the 2013 Park Bond program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2013 Park Bond Allocation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:57 AM
Form Started By: Jaime Aleman		Started On: 07/07/2016 11:39 AM
Final Approval Date: 07/07/2016		

2013 Park Bond 2nd Issuance Allocation			
Project	**Initial Funding**	**Allocation**	**Ending Balance**
Land Acquistion	-	3,739,350.00	3,739,350.00
Comprehensive Park Master Plan		100,000.00	100,000.00
Pct. 1 Hike & Bike Trail	697,865.82	2,228,614.18	2,926,480.00
Pct. 2 Hike & Bike Trail	697,865.82	2,228,614.18	2,926,480.00
Pct. 3 Hike & Bike Trail	697,865.82	2,228,614.18	2,926,480.00
Pct. 4 Hike & Bike Trail	697,865.82	2,228,614.18	2,926,480.00
River Ranch County Park	7,004,107.27	2,344,682.73	9,348,790.00
Blackland Heritage CP	-	775,740.00	775,740.00
Twin Lakes Park	1,351,500.00	-	1,351,500.00
P418 Expo Center	8,852,951.77	2,583,320.24	11,436,272.01
P316 BLACKLAND HERITAGE PHASE I		75,553.52	75,553.52
P320 SW REG PARK PAVILION		391,700.00	391,700.00
P321 Champion Park Ph 2		475,174.47	475,174.47
P164 Non Departmental		600,000.00	600,000.00
	20,000,022.32	**19,999,977.68**	**40,000,000.00**

Commissioners Court - Regular Session **28.**

Meeting Date: 07/12/2016

Temporary construction easement at Champion Park

Submitted For: Randy Bell **Submitted By:** Randy Bell, Parks

Department: Parks

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a temporary construction easement at Champion Park between Waterstone Development Co. and Williamson County.

Background

A temporary non-exclusive construction easement across Champion Park is requested by Waterstone Development in connection with the clean-up and re-construction of a failed dam at Avery Golf Course.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Temporary Construction Easement at Champion Park

Exhibit for Temporary Construction Easement at Champion Park

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	07/06/2016 10:25 AM
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Randy Bell		Started On: 07/06/2016 10:08 AM
Final Approval Date: 07/06/2016		

TEMPORARY CONSTRUCTION EASEMENT

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

This temporary construction easement is made between the **County of Williamson, Texas**, a political subdivision of the State of Texas, (hereinafter referred to as "Grantor"), and **Waterstone Development Co.**, (herein referred to as "Grantee").

1. For the good and valuable consideration described in Paragraph 2 below, Grantor hereby GRANTS and CONVEYS to Grantee a temporary non-exclusive construction easement (the "Construction Easement") for use of same during and in connection with the re-construction of failed dam at Avery Golf Course adjacent to Champion Park and related clean-up area (collectively, the "Project Area") on, over, under and across the land described in Exhibit "A," which is attached hereto and incorporated herein (herein sometimes referred to as the "Construction Easement Area").

2. The Construction Easement and the rights and privileges herein conveyed, are granted for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

3. For the duration of the Construction Easement, Grantee shall have the full right of access and use of the Construction Easement Area for the placement, construction, operation, repair, maintenance, replacement, upgrade, rebuilding and/or removal of the Project Area, as well as safety fencing, equipment staging and temporary spoil storage; it being provided that all brush, cuttings, equipment, spoil storage and debris shall be removed from the Construction Easement Area within Ten (10) days following completion of the construction of the Project Area and it also being provided that all such brush, cuttings, equipment, spoil storage and debris shall not be placed on Grantor's adjacent lands, except where specified by Grantor. Grantee acknowledges and agrees that in no event shall the rights of Grantee in the Construction Easement include any other types of rights, interests or use(s) other than such rights, interests or use(s) as specifically set forth herein.

4. Work may be performed during the following times only: Monday through Friday 8-5 each day or as directed by authorized Williamson County officials.

5. Upon the completion of construction and clean-up of the Project Area, Grantee shall restore the surface of the Construction Easement Area to the condition in which the same was found before any such work was undertaken, and Grantee's right to use any portion of Grantor's property adjacent to the permanent easement area shall thereupon terminate for all purposes.

6. Grantee agrees that Grantee shall not, without the prior written consent of Grantor, which shall not be unreasonably withheld, grant, transfer or otherwise assign any right or interest which Grantee receives under this Construction Easement to any individual or entity who is not a party hereto. Any permitted assignment of this Construction Easement and of the rights of the Grantee hereunder shall include an express assumption by the permitted assignee of the obligations set forth herein.

7. This Construction Easement shall terminate either upon Grantee's completion of construction and installation of the Project Area within the Construction Easement Area or within ninety (90) days from the Effective Date of this Construction Easement, whichever date occurs first. Upon Grantor's written request to Grantee, Grantee shall execute an instrument, which shall be in recordable form and which shall evidence the termination of this Construction Easement, and deliver same to Grantor immediately.

8. Grantor shall retain full use of the Construction Easement Area for any purpose not prohibited by the terms of this Construction Easement.

9. Should Grantee or Grantee's agents, in the exercise of Grantee's rights hereunder, ever damage Grantor's property, whether it be real or personal property that is located within the Construction Easement Area or within areas adjoining the Construction Easement Area, Grantee shall be liable for such damage and Grantee shall be obligated to immediately repair the damaged property to its prior condition.

10. Grantee agrees that no hardwood trees, within the Construction Easement Area or on the areas adjoining the Construction Easement Area, having trunks that are Two (2) inches in diameter or larger, measured Two (2) feet above the ground, shall be cut, damaged or otherwise disturbed without the Grantor's prior written permission; however, cedar trees, brush, sprouts and small saplings may be cut, it being provided that all such cedar trees, brush, sprouts and small saplings shall be removed from the Grantor's property. In the event that Grantee or Grantee's agents and/or contractors cut, damage or otherwise disturb a hardwood tree having a trunk that is Two (2) inches in diameter or larger, measured Two (2) feet above the ground, Grantee shall be obligated and liable to Grantor for the repair and/or replacement value of each such damaged hardwood tree.

11. TO THE FULLEST EXTENT AUTHORIZED BY LAW, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS GRANTOR, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES FROM EVERY PENALTY, CAUSE OF ACTION, CLAIM, LOSS, COST, DAMAGE, REASONABLE ATTORNEY'S FEES, LIEN AND/OR EXPENSE ARISING OUT OF OR RESULTING FROM THE GRANTEE'S OR ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES EXERCISE OF ANY AND ALL RIGHTS GRANTED HEREUNDER, OR FOR ANY FAILURE OF OBSERVANCE OF ANY PROVISION OF THIS CONSTRUCTION EASEMENT TO BE PERFORMED BY OR ON BEHALF OF GRANTEE DURING THE TERM OF THIS CONSTRUCTION EASEMENT. GRANTOR SHALL NOT BE LIABLE FOR DAMAGES TO GRANTEE ARISING FROM ANY ACT OF ANY THIRD PARTY. GRANTEE FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS GRANTOR FROM AND AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY NEGLIGENT ACT, OMISSION OR NEGLIGENCE OF GRANTEE, OR GRANTEE'S CONTRACTORS, LICENSEES, AGENTS, SERVANTS, OR EMPLOYEES, OR ARISING FROM ANY ACCIDENT,

INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING DURING THE TERM OF THIS CONSTRUCTION EASEMENT, OR ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE OCCURRING ON GRANTOR'S PREMISES DURING THE TERM OF THIS CONSTRUCTION EASEMENT; PROVIDED, HOWEVER, GRANTEE SHALL NOT BE LIABLE FOR THE NEGLIGENCE OF GRANTOR. THIS INDEMNIFICATION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS CONSTRUCTION EASEMENT.

12. This Construction Easement contains the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Construction Easement shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by all parties.

13. For the duration and purposes set forth herein, Grantor and Grantor's successors and assigns are and shall be bound to WARRANT and FOREVER DEFEND the Construction Easement and the rights conveyed in this instrument to Grantee and Grantee's successors and assigns, against every person lawfully claiming or to claim all or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms and provisions hereof and all matters of record or visible and apparent on the ground, to the extent same are valid, subsisting and affect the Construction Easement Area.

THE REMAINDER OF THIS PAGE IS BLANK

WITNESS WHEREOF, Grantor has caused this instrument to be executed on this ___ day of _____, 20___ ("Effective Date").

GRANTOR:

COUNTY OF WILLIAMSON

By: _____
Dan A. Gattis, County Judge

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 20____, by DAN A. GATTIS, County Judge of the County of Williamson, a political subdivision of the State of Texas, on behalf of said political subdivision.

_____
Notary Public, State of Texas

Grantee hereby accepts the Temporary Construction Easement subject to the terms and conditions hereof:

GRANTEE:

By: Robert D. Wunsch

Printed Name: Robert D. Wunsch

Representative Capacity: President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 6 day of July, 2016 by Robert D. Wunsch, on behalf of Grantee.

ANN PFEIFFER PFEIFFER
My Notary ID # 6414454
Expires March 27, 2018

Notary Public, State of TEXAS

AFTER RECORDING, RETURN TO GRANTEE:

EXHIBIT "A"

Using Champion Park as an access point to and from off-site Project Area (in the adjacent failed dam area of the Avery Golf Course and related clean-up site) under supervision and direction of Williamson County Parks Director or his designee to minimize disruption to park trails and operations.

CONSTRUCTION ACCESS ROUTES

06.24.2016

WILLIAMSON COUNTY CHAMPION PARK - 2016-2017 PROPOSED CAPITAL IMPROVEMENTS

Commissioners Court - Regular Session **29.**

Meeting Date: 07/12/2016

Resolution for Condemnation

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn (0.555 acres) required for the construction of CR 110 South, and take appropriate action. (Mustang Storage- Parcel 26S)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mustang- Resolution for Condemnation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 10:29 AM
Form Started By: Charlie Crossfield		Started On: 07/07/2016 09:33 AM
Final Approval Date: 07/07/2016		

IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, ("County") has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 0.555 acre (Parcel 26S), described by metes and bounds in Exhibit "A" and owned by **MUSTANG STORAGE LLC,** ("Owner") for the construction, reconstruction, maintaining, widening, straightening, lengthening, and operating of County Road 110 South ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, widening, straightening, lengthening, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; along with the right of the County, its agents or assigns, to enter upon their remaining property of Owner for the sole purpose of removing any bisected improvement(s) acquired by County, and for cutting any additional bisected improvements retained by Owner at the line of bisection or as closely as possible thereto in order to maintain the structural integrity of the remaining improvements; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, made a bona fide offer and entered into good faith negotiations with Owner of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2016.

_____
Dan A. Gattis
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel No.: 26S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 26S

DESCRIPTION OF A 0.555 ACRE (24,177 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS AND THE W. DONAHO, JR. SURVEY, ABSTRACT 173, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 15.0 ACRE TRACT OF LAND AS DESCRIBED IN A DEED TO MUSTANG BOAT AND RV STORAGE, LLC AND RECORDED IN DOCUMENT NO. 2009083770 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.555 ACRE (24,177 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 a 1/2-inch iron rod found 902.19 feet right of Engineer's Centerline Station (E.C.S.) 177+39.08, said point being the southeast corner of said 15.0 acre tract, same being on the north line of a called 2.606 acre tract of land, as described in a deed to Jack R. Swenson and recorded in Volume 1267, Page 841 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.);

THENCE S 87°34'40" W, with the common line of said 15.0 acre tract and said 2.606 acre tract, a distance of 937.68 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 180+80.07, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10176560.73, E: 3156100.55) of the parcel described herein;

1) **THENCE** S 87°34'40" W, continuing with the common line of said 15.0 acre tract and said 2.606 acre tract, a distance of 48.54 feet to a 1/2-inch iron rod found 31.08 feet right of E.C.S. 181+04.54, said point being on the existing east right-of-way line of CR 110, variable width right-of-way (no record information found), same being the west line of said 15.0 acre tract;

THENCE, with the existing east right-of-way line of said CR 110, same being the west line of said 15.0 acre tract, the following four (4) courses and distances numbered 2 through 5:

2) N 46°01'22" W, a distance of 76.07 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS1847" found 13.55 feet right of E.C.S. 181+78.56,

3) N 35°42'59" W, a distance of 63.93 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS1847" found 10.18 feet right of E.C.S. 182+42.40,

4) N 36°04'00" W, a distance of 36.01 feet to a 1/2-inch iron rod with a plastic cap stamped "RPLS1847" found 8.06 feet right of E.C.S. 182+78.34, and

5) N 32°27'11" W, a distance of 216.80 feet to a 1/2-inch iron rod found 8.97 feet right of E.C.S. 184+95.14, said point being the northwest corner of said 15.0 acre tract, same being the southwest corner of a called 5.777 acre tract of land as described in a deed to Deborah A. Mason and James A. Mason and recorded in Document No. 2005039327, O.P.R.W.C.TX.;

6) **THENCE** N 64°45'04" E, with the common line of said 15.0 acre tract and said 5.777 acre tract, a distance of 64.57 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 73.00 feet right of E.C.S. 184+86.77, said point being on the proposed east right-of-way line of CR 110;

7) **THENCE** S 32°41'42" E, over and across said 15.0 acre tract, with the proposed east right-of-way line of CR 110, a distance of 406.70 feet to the **POINT OF BEGINNING**, and containing 0.555 acre (24,177 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

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)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

W. DONAHO, JR. SURVEY,
ABSTRACT 173

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

181+00 ENGINEER'S CENTERLINE N 32°41'42"W 2,034.55'

181+04.54
31.08'RT

(75.81')
(N43°31'20"W)

N46°01'22"W
76.07'

"RPLS1847"
181+78.56
13.55'RT

L2
(L2)

"RPLS1847"
182+42.40
10.18'RT

L3
(L3)

"RPLS1847"
182+78.34
8.06'RT

L4
(L4)

EXISTING ROW LINE

APPROXIMATE LOCATION
OF SURVEY LINE

L1

PROPOSED ROW LINE
S32°41'42"E 406.70'

26S

MATCH LINE PAGE 4 OF 4

P.O.B.
180+80.07
73.00'RT
GRID COORDINATE
N: 10176560.73
E: 3156100.55

℄

S87°34'40"W
937.68'
(N90°W)
(986.14')

(S69°58'38"W)
(730.72')

JACK R. SWENSON
CALLED 2.606 ACRES
VOL. 1267, PG. 841
D.R.W.C.TX.

MUSTANG BOAT AND
RV STORAGE, LLC
CALLED 15.0 ACRES
DOC. NO. 2009083770
O.P.R.W.C.TX.

R. MCNUTT SURVEY,
ABSTRACT 422

P.O.C.
177+39.08
902.19'RT

TIME:3:10:19 PM
DATE:12/8/2015
FILE:C:\Users\sbrashear\Desktop\CR 110\Parcel 26Sa.dgn

REF. FIELD NOTE NO. 18023

EXISTING	15.0 AC.	ACQUIRE	0.555 AC.	REMAINING	14.4 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
MUSTANG BOAT AND RV STORAGE, LLC
PARCEL 26S
0.555 AC. (24,177 SQ. FT.)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°34'40"W	48.54'
L2	N35°42'59"W	63.93'
(L2)	(N33°13'39"W)	(63.97')
L3	N36°04'00"W	36.01'
(L3)	(N33°39'58"W)	(36.04')
L4	N32°27'11"W	216.80'
(L4)	(N30°02'37"W)	(216.88')
L5	N64°45'04"E	64.57'

NOTES:

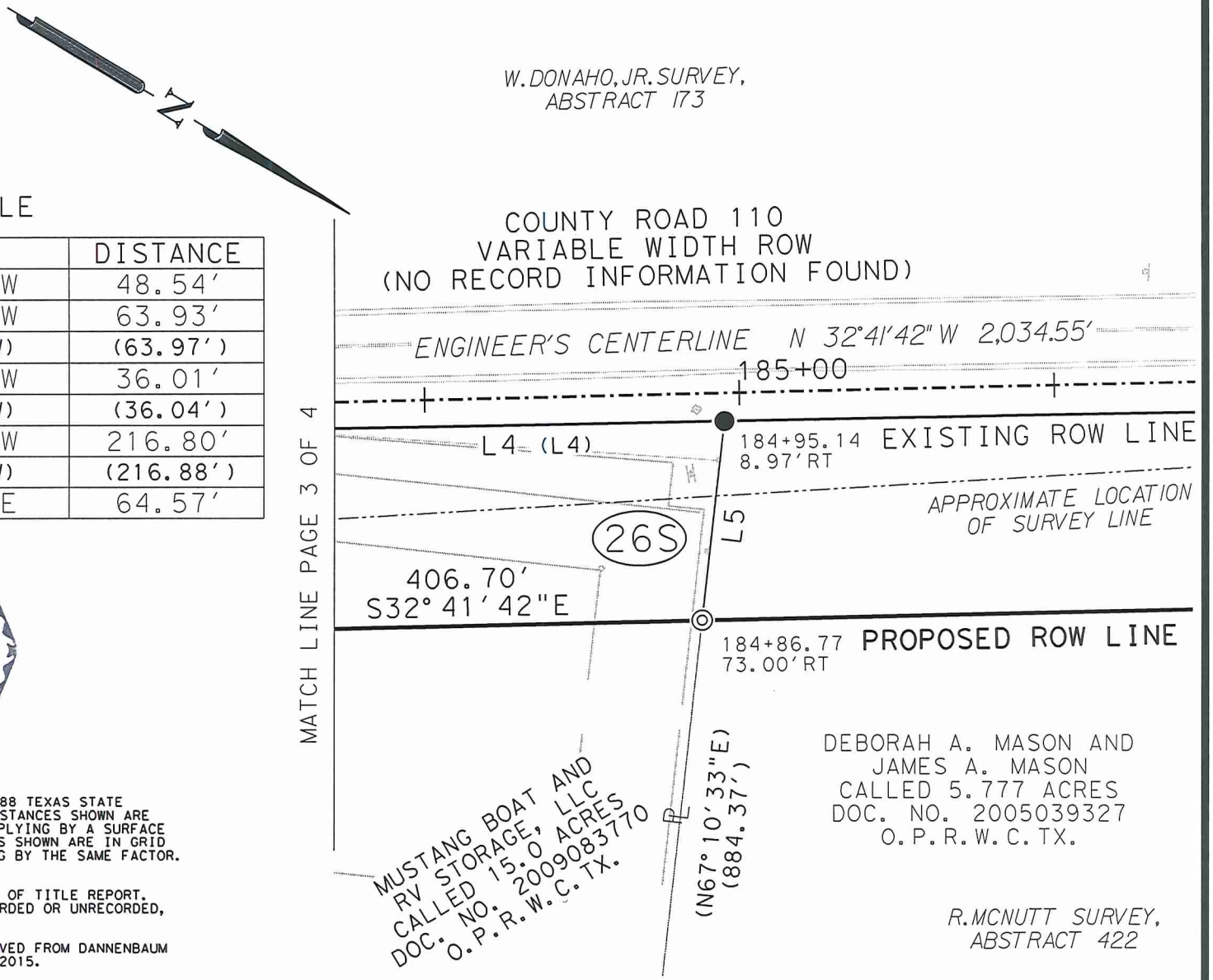
1. ALL BEARINGS SHOWN ARE BASED ON NAD83/93/NAVD88 TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A SURFACE ADJUSTMENT FACTOR OF 1.000120. ALL COORDINATES SHOWN ARE IN GRID AND MAY BE CONVERTED TO SURFACE BY MULTIPLYING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

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

10/20/2015
DATE



TIME:3:08:33 PM
DATE:12/8/2015
FILE:C:\Users\sbrashear\Desktop\CR 110\Parcel 26Sb.dgn

REF. FIELD NOTE NO. 18023

EXISTING	15.0 AC.	ACQUIRE	0.555 AC.	REMAINING	14.4 AC. RIGHT

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4801 Southwest Parkway
Building Two, Suite 100
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Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
MUSTANG BOAT AND RV STORAGE, LLC
PARCEL 26S
0.555 AC. (24,177 SQ. FT.)

Commissioners Court - Regular Session **30.**

Meeting Date: 07/12/2016

Quitclaim Deed- CR 202

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 4- Quitclaim Deeds calling for the abandonment of portions of CR 202 to adjacent landowners. (Aric Samuelson, Collins Partners, LTD., Michael and Karen Collins and Lisa A. Cousins 2015 Trust)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Collins Quitclaim Deed

Collins Partners Quitclaim Deed

Samuelson Quitclaim Deed

Cousins Trust Quitclaim Deed

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 10:29 AM
Form Started By: Charlie Crossfield		Started On: 07/07/2016 09:40 AM
Final Approval Date: 07/07/2016		

QUITCLAIM DEED

CR 202

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

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by MICHAEL AND KAREN COLLINS, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Grantee all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee forever.

(*signature on following page*)

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

GRANTOR:

WILLIAMSON COUNTY

_____ By:_____

Date Dan A. Gattis, County Judge

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the _____ day of _____, 2016, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After Recording Return to:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.011 ACRE TRACT OF LAND LOCATED IN THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 202. SAID 0.011 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the most northerly northwest corner of a called 92.23 (Tract 1) acre tract of land conveyed to Collins Partners, LTD., recorded in Volume 2106, Page 868 of the Official Records of Williamson County, Texas, said 92.23 acre tract of land being more fully described in Volume 596, Page 578 of the Deed Records of Williamson County, Texas, and the northeast corner of a called 1.11 acre tract of land conveyed to Michael B. Collins and wife Karen S. Collins, recorded in Document No. 2015053195 of the Official Public Records of Williamson County, Texas, said 1.11 acre tract of land being a remnant portion of a called 96.23 acre tract of land described in Volume 595, Page 623 of the Deed Records of Williamson County, Texas, same being on the southerly right-of-way line of County Road 202 a variable width right-of-way, for the southeast corner and **POINT OF BEGINNING** hereof;

THENCE, **N 65°42'25" W** with said southerly right-of-way line of County Road 202 and the north boundary line of said 1.11 acre Collins tract for a distance of **20.03 feet** to a 1/2" iron rod found monumenting the most northerly northwest corner of said 1.11 acre Collins tract and the northeast corner of a called 17.55 acre tract of land conveyed to Aric L. Samuelson in a Deed, recorded in Document No. 2007078178 of the Official Public Records of Williamson County, Texas, said 17.55 acre tract of land being more fully described as Tract Four in a General Warranty Deed, recorded in Volume 847, Page 486 of the Deed Records of Williamson County, Texas, for the southwest corner hereof;

THENCE, departing said southerly right-of-way line of County Road 202, **N 34°13'00" E** over and across said County Road 202 right-of-way for a distance of **24.57 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the centerline of said County Road 202 right-of-way, for the northwest corner hereof;

THENCE, **S 61°12'38" E** with the centerline of said County Road 202 right-of-way for a distance of **18.83 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", for the northeast corner hereof, from which a 1/2" iron rod found monumenting an angle point in the northerly right-of-way line of said County Road 202 and the southerly line of a called 2.33 acre tract of land conveyed to Aric L. Samuelson in said Document No. 2007078178, bears N 25°24'41" E for a distance of 23.05 feet;

.
THENCE, departing said centerline of County Road 202, **S 31°44'49" W** over and across said County Road 202 right-of-way for a distance of **22.92 feet** to the **POINT OF BEGINNING** hereof and containing 0.011 acre of land more or less.

BEARING BASIS: State Plane Coordinate System, NAD-83, Texas Central Zone (4203). Distances are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

< > *DIAMOND SURVEYING, INC.*
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

April 21, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.011 ACRE TRACT OF LAND LOCATED IN THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 202, WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N65°42'25"W	20.03'
L2	N34°13'00"E	24.57'
L3	S61°12'38"E	18.83'
L4	S31°44'49"W	22.92'
L5	N25°24'41"E	23.05'

SURVEYOR'S NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD–83, TEXAS CENTRAL ZONE(4203). DISTANCES ARE SURFACE VALUES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. NO RECORD RESEARCH WAS PERFORMED BY THE SURVEYOR.

NORTH

SCALE: 1"=60'

COUNTY ROAD 202

ARIC L. SAMUELSON
DOC. NO. 2007078178
O.P.R.W.C.T.
DESCRIBED AS
TRACT FOUR
17.55 AC.
VOL. 847, PG. 486
D.R.W.C.T.

THOMAS W. MOORE SURVEY
ABSTRACT NO. 419

ARIC L. SAMUELSON
DOC. NO. 2007078178 O.P.R.W.C.T.
CALLED 2.33 AC. – TRACT THREE
DESCRIBED AS
VOL. 847, PG. 486 D.R.W.C.T.

RECORD BOUNDARY LINE
CENTER OF NORTH FORK
SAN GABRIEL RIVER
PER VOL. 847, PG. 486 D.R.W.C.T.

L1 L2 L3 L4 L5

0.011 ACRE TRACT

POINT OF BEGINNING

S30°04'47"W
65.53'

S30°04'12"W
227.89'

DISTURBED
0.60' RT.

W/SHINER
"SURVTEK LLC)

MICHAEL B. COLLINS AND WIFE
KAREN S. COLLINS
CALLED 1.11 AC
DOC. NO. 2015053195
O.P.R.W.C.T.
REMNANT OF 96.23 AC. DESCRIBED IN
VOL. 595, PG. 623
D.R.W.C.T.

COLLINS PARTNERS, LTD.
TRACT 1 – CALLED 92.23 AC.
VOL. 2106, PG. 868
O.R.W.C.T.
DESCRIBED IN
VOL. 596, PG. 578
D.R.W.C.T.

RECORD BOUNDARY LINE
CENTER OF NORTH FORK
SAN GABRIEL RIVER
PER VOL. 596, PG. 578 D.R.W.C.T.

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

LEGEND

●	½" IRON ROD FOUND (UNLESS STATED)
▲	PK NAIL FOUND
○	½" IRON ROD W/CAP SET
△	CALCULATED POINT
——// ——	EDGE OF PAVEMENT
——X——	WIRE FENCE
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

To: WILLIAMSON COUNTY exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on April 15, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer, R.P.L.S. NO. 5281 *APRIL 21, 2016*
DATE

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931–3100

QUITCLAIM DEED

CR 202

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

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by COLLINS PARTNERS LTD., a Texas limited partnership, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Grantee all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee forever.

(*signature on following page*)

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

GRANTOR:

WILLIAMSON COUNTY

_____ By:_____

Date Dan A. Gattis, County Judge

STATE OF TEXAS **§**

§

COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the _____ day of _____, 2016, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____

Notary Public, State of Texas

After Recording Return to:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.149 ACRE TRACT OF LAND LOCATED IN THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 202. SAID 0.149 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the most northerly northwest corner of a called 92.23 (Tract 1) acre tract of land conveyed to Collins Partners, LTD., recorded in Volume 2106, Page 868 of the Official Records of Williamson County, Texas, said 92.23 acre tract of land being more fully described in Volume 596, Page 578 of the Deed Records of Williamson County, Texas, and the northeast corner of a called 1.11 acre tract of land conveyed to Michael B. Collins and wife Karen S. Collins, recorded in Document No. 2015053195 of the Official Public Records of Williamson County, Texas, said 1.11 acre tract of land being a remnant portion of a called 96.23 acre tract of land described in Volume 595, Page 623 of the Deed Records of Williamson County, Texas, same being on the southerly right-of-way line of said County Road 202, for the southwest corner and **POINT OF BEGINNING** hereof, from which a 1/2" iron rod found monumenting an interior ell corner of said 92.23 acre Collins Partners, LTD. Tract and the southeast corner of said 1.11 acre Collins tract, bears S 30°04’12” W for a distance of 227.89 feet;

THENCE, departing said southerly right-of-way line of County Road 202, **N 31°44’49” E** over and across said right-of-way of County Road 202 for a distance of **22.92 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the centerline of said County Road 202 right-of-way, for the northwest corner hereof;

THENCE, with said centerline of County Road 202, the following two (2) courses and distances:

1. **S 58°16’23” E** for a distance of **173.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

2. **S 77°24’48” E** for a distance of **101.87 feet** to a calculated point in the centerline of the North Fork of the San Gabriel River, same being on the east terminus line of said County Road 202, for the northeast corner hereof;

THENCE, **S 22°13’34” E** with the east terminus line of said County Road 202 and the centerline of said North Fork of the San Gabriel River for a distance of **26.70 feet** to a calculated point for the northeast corner of said 92.23 acre Collins Partners, LTD. tract and the southeast terminus corner of said County Road 202, for the southeast corner hereof;

THENCE, departing said centerline of the North Fork of the San Gabriel River, with said southerly right-of-way line of County Road 202 and the north boundary line of said 92.23 acre Collins Partners, LTD. tract, the following two (2) courses and distances:

1. **N 77°29’20” W** passing at a distance of 87.78 feet a PK nail found with shiner marked “SURVTECH, LLC”, in all a total distance of **123.19 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

2. **N 58°17’36” W** for a distance of **175.21 feet** to the **POINT OF BEGINNING** hereof and containing 0.149 acre of land more or less.

BEARING BASIS: State Plane Coordinate System, NAD-83, Texas Central Zone (4203). Distances are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

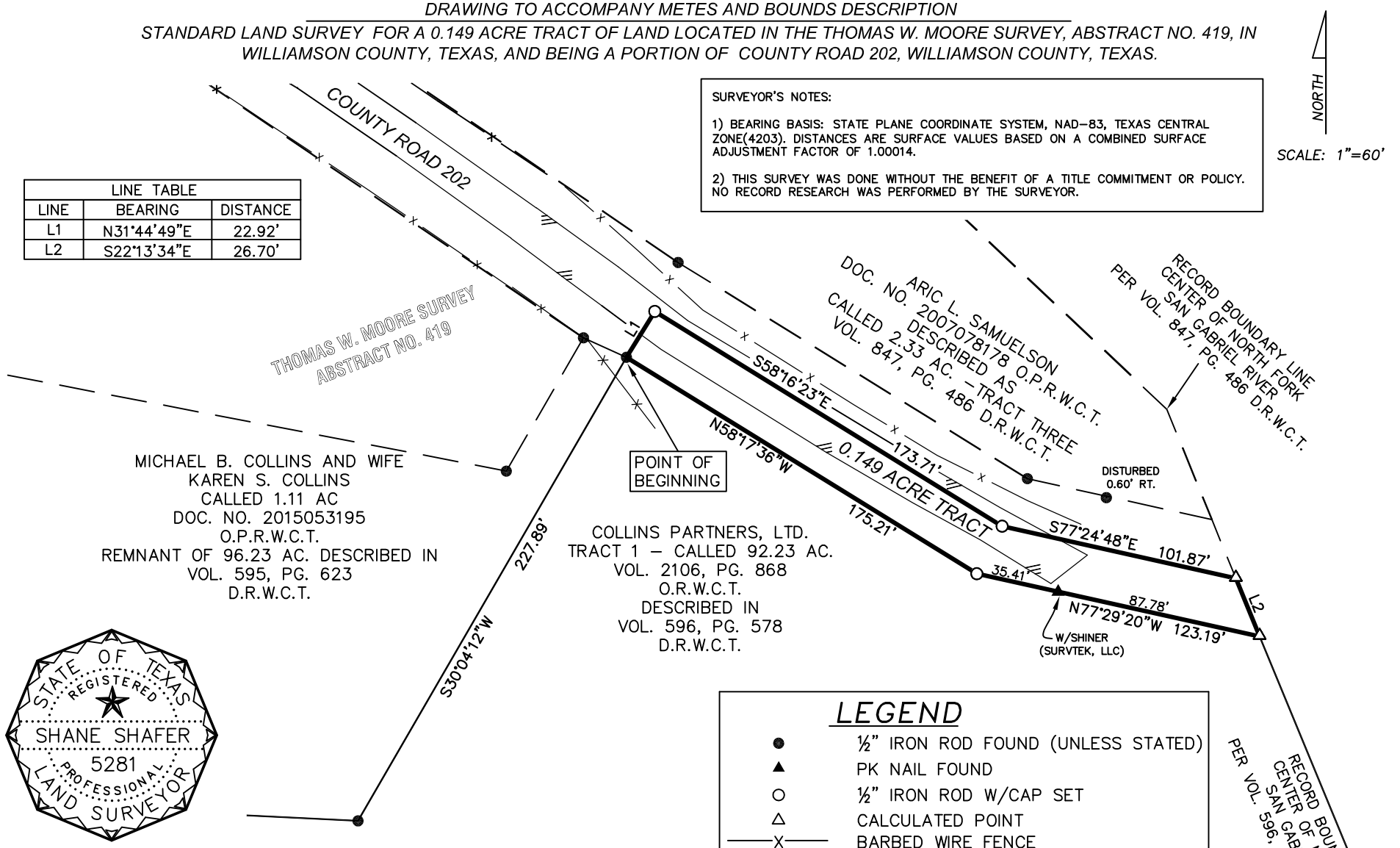
< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

April 21, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.149 ACRE TRACT OF LAND LOCATED IN THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 202, WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N31°44'49"E	22.92'
L2	S22°13'34"E	26.70'

LEGEND

●	½" IRON ROD FOUND (UNLESS STATED)
▲	PK NAIL FOUND
○	½" IRON ROD W/CAP SET
△	CALCULATED POINT
——X——	BARBED WIRE FENCE
——///	EDGE OF PAVEMENT
D.R.W.C.T.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

To: WILLIAMSON COUNTY exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on April 15, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

Shane Shafer, R.P.L.S. NO. 5281 — *APRIL 21, 2016 DATE*

SHEET 1 OF 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

QUITCLAIM DEED

CR 202

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

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by ARIC SAMUELSON, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Grantee all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee forever.

(*signature on following page*)

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

GRANTOR:

WILLIAMSON COUNTY

_____ By:_____

Date Dan A. Gattis, County Judge

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the _____ day of _____, 2016, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After Recording Return to:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 1.963 ACRE TRACT OF LAND LOCATED IN THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, THE JAMES LEONARD SURVEY, ABSTRACT NO. 383 AND THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 202. SAID 1.963 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the northeast corner of a called 15.45 acre tract of land conveyed to Aric L. Samuelson in a Deed, recorded in Document No. 2007078178 of the Official Public Records of Williamson County, Texas, said 15.45 acre tract of land being more fully described as Tract One in a General Warranty Deed, recorded in Volume 847, Page 486 of the Deed Records of Williamson County, Texas, and the southeast corner of a called 17.25 acre tract of land described as Tract 1 in a Special Warranty Gift Deed to Lisa A. Cousins, Trustee of the Lisa A. Cousins 2015 Trust, recorded in Document No. 2015101670 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of County Road 202 a variable width right-of-way, for the westernmost northwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MEADOR” monumenting an angle point in the north boundary line of said 15.45 acre Samuelson tract and the south boundary line of said 17.25 acre Cousins tract, bears S 78°45’51” W for a distance of 516.61 feet;

THENCE, over and across said County Road 202 right-of-way the following three (3) courses and distances:

1. **N 67°32’02” E** for a distance of **18.41 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", in the centerline of said County Road 202, for an angle point hereof;

2. **N 19°38’26” W** with said centerline of County Road 202 for a distance of **127.97 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" on the beginning of a curve to the left, for an angle point hereof;

3. With said curve to the left an arc distance of **25.39 feet**, said curve having a radius of **60.00 feet**, a central angle of **24°14’45”**, and a chord which bears **N 62°55’56” E** for a distance of **25.20 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying" being on the east right-of-way line of said County Road 202 and the west boundary line of a called 1.98 acre tract of land conveyed to Aric L. Samuelson in said Document No. 2007078178, said 1.98 acre tract of land being more fully described as Tract Two in said Volume 847, Page 486, for the northern most northeast corner hereof;

THENCE, with said east right-of-way line of County Road 202, the west boundary line of said 1.98 acre tract and in part with the west boundary line of a called 2.33 acre tract of land conveyed to Aric L. Samuelson in said Document No. 2007078178, said 2.33 acre tract of land being more fully described as Tract Three in said Volume 847, Page 486, the following eight (8) courses and distances:

1. **S 22°27’58” E** for a distance of **306.24 feet** to a 1/2” iron rod found monumenting an angle point;

2. **S 59°00’29” E** passing at a distance of 305.58 feet a 1/2” iron rod found monumenting the southwest corner of said 1.98 acre Samuelson tract and the northwest corner of said 2.33 acre Samuelson tract, in all a total distance of **521.94 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

3. **S 68°44’30” E** for a distance of **84.10 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

4. **S 71°09’10” E** for a distance of **411.27 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

5. **S 81°28’30” E** for a distance of **18.57 feet** to a 13” Cedar Elm for an angle point;

6. **S 55°47’00” E** for a distance of **287.58 feet** to a 1/2" iron rod found, monumenting an angle point;

7. **S 58°15’11” E** for a distance of **174.80 feet** to a 1/2" iron rod found, monumenting an angle point;

8. **S 77°28°30” E** passing at a distance of 34.88 feet a 1/2" iron rod found (disturbed) 0.60 feet right of this line, in all a total distance of **80.33 feet** to a calculated point for the southeast corner of said 2.33 acre Samuelson tract and the northeast terminus corner of said County Road 202, same being in the center of the North Fork of the San Gabriel River, for the northeast corner hereof;

THENCE, **S 22°13’34” E** with said center of the North Fork of the San Gabriel River and the east terminus line of said County Road 202 for a distance of **26.98 feet** to a calculated point in the center of said County Road 202 for the southeast corner hereof;

THENCE, departing said center of the North Fork of the San Gabriel River and the east terminus line of said County Road 202, over and across said County Road 202, with the centerline of said County Road 202, the following three (3) courses and distances:

1. **N 77°24’48” W** for a distance of **101.87 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

2. **N 58°16’23” W** for a distance of **173.71 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

3. **N 61°12’38” W** for a distance of **18.83 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting and angle point;

THENCE, departing said centerline of County Road 202, **S 34°13’00” W** over and across the right-of-way of said County Road 202 for a distance of **24.57 feet** to a 1/2" iron rod found monumenting the northeast corner of a called 17.55 acre tract of land conveyed to Aric L. Samuelson in said Document No. 2007078178, said 17.55 acre tract of land being more fully described as Tract Four in said Volume 847, Page 486, same

being the most northerly northwest corner of a called 1.11 acre tract of land conveyed to Michael B. Collins and wife Karen S. Collins, recorded in Document No. 2015053195 of the Official Public Records of Williamson County, Texas, said 1.11 acre tract of land being a remnant portion of a called 96.23 acre tract of land described in Volume 595, Page 623 of the Deed Records of Williamson County, Texas, same being on the southerly right-of-way line of said County Road 202, for an angle point hereof, from which a 1/2" iron rod found monumenting the northeast corner of said 1.11 acre Collins tract and the most northerly northwest corner of a called 92.23 (Tract 1) acre tract of land conveyed to Collins Partners, LTD., recorded in Volume 2106, Page 868 of the Official Records of Williamson County, Texas, said 92.23 acre tract of land being more fully described in Volume 596, Page 578 of the Deed Records of Williamson County, Texas, bears S 65°42'25" E for a distance of 20.03 feet;

THENCE, with said southerly right-of-way line of County Road 202, the north boundary line of said 17.55 acre Samuelson tract and the north boundary line of said 15.45 acre Samuelson tract, the following five (5) courses and distances:

1. **N 55°55'46" W** for a distance of **244.28 feet** to a fence corner post found for an angle point;

2. **N 70°54'16" W** for a distance of **517.07 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

3. **N 59°00'46" W** for a distance of **334.82 feet** to a 1/2" iron rod found monumenting the northeast corner of said 17.55 acre Samuelson tract and the southeast corner of said 15.45 acre Samuelson tract;

4. **N 59°00'03" W** for a distance of **225.09 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point;

5. **N 22°24'17" W** for a distance of **192.86 feet** to the **POINT OF BEGINNING** hereof and containing 1.963 acres of land more or less.

BEARING BASIS: State Plane Coordinate System, NAD-83, Texas Central Zone (4203). Distances are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

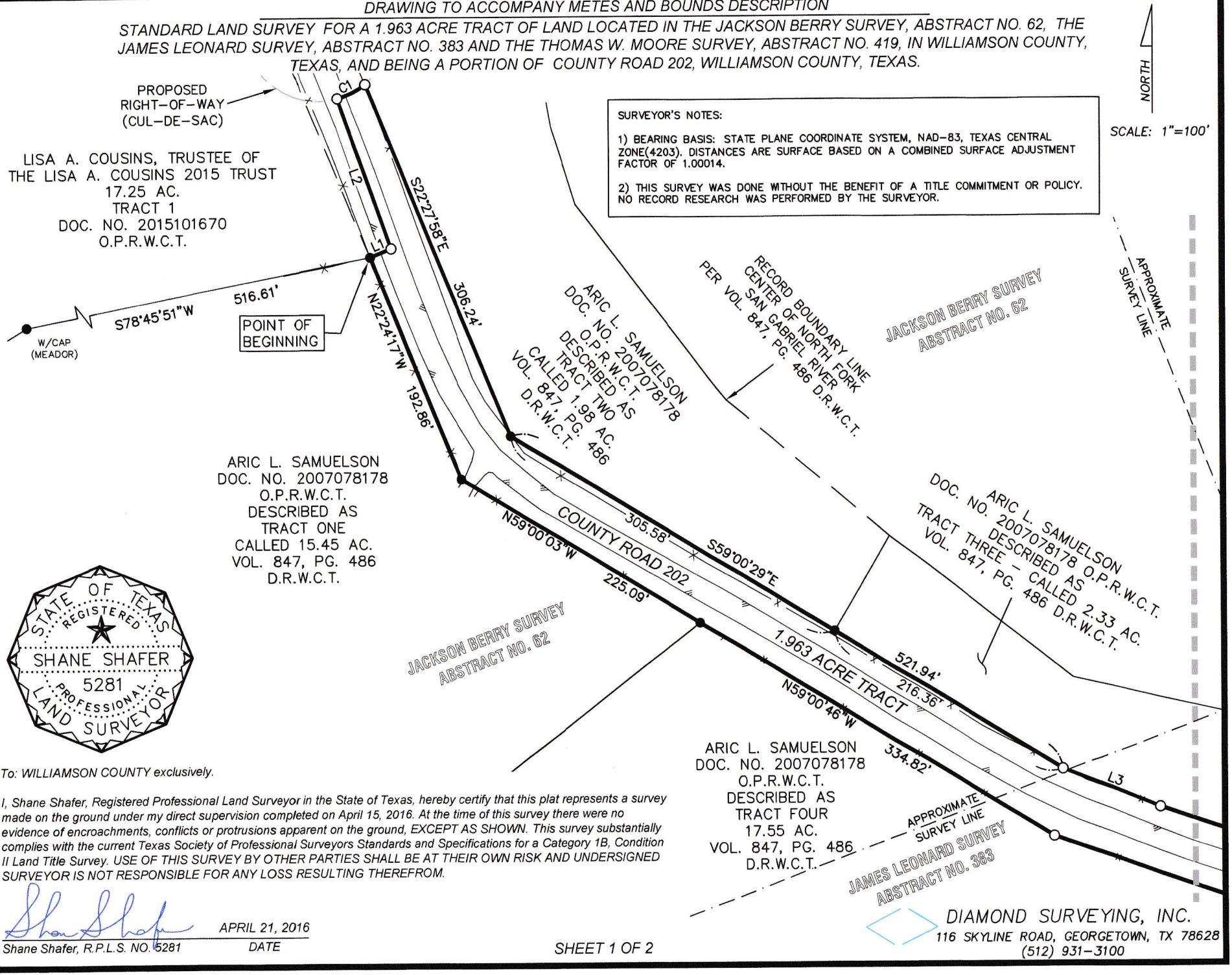
<> DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

April 21, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 1.963 ACRE TRACT OF LAND LOCATED IN THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, THE JAMES LEONARD SURVEY, ABSTRACT NO. 383 AND THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 202, WILLIAMSON COUNTY, TEXAS.



STATE OF TEXAS
REGISTERED
SHANE SHAFER
5281
PROFESSIONAL
LAND SURVEYOR

To: WILLIAMSON COUNTY exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on April 15, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition II Land Title Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

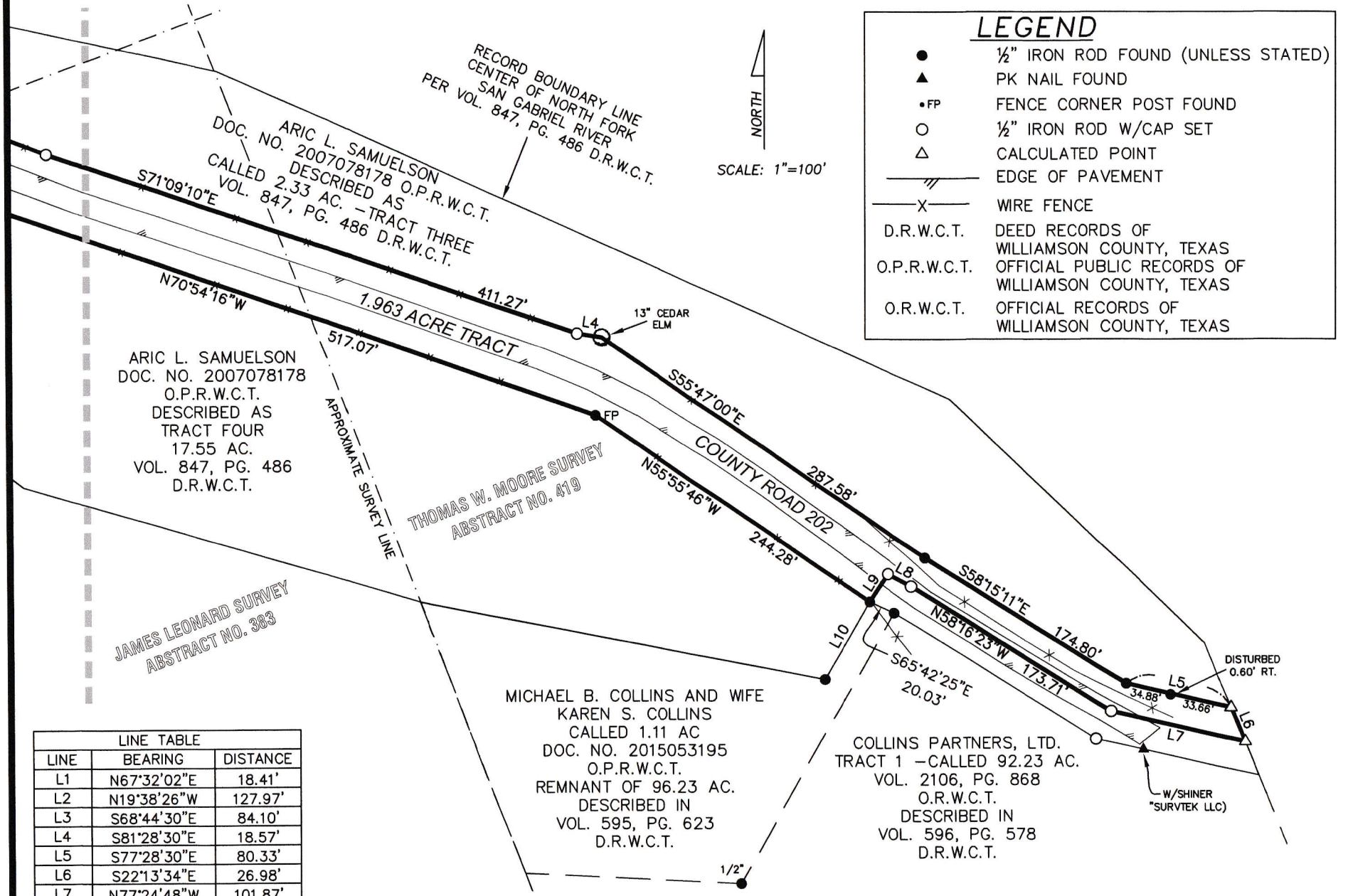
Shane Shafer, R.P.L.S. NO. 5281 — *APRIL 21, 2016* DATE

SHEET 1 OF 2

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 1.963 ACRE TRACT OF LAND LOCATED IN THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, THE JAMES LEONARD SURVEY, ABSTRACT NO. 383 AND THE THOMAS W. MOORE SURVEY, ABSTRACT NO. 419, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 202, WILLIAMSON COUNTY, TEXAS.



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N67°32'02"E	18.41'
L2	N19°38'26"W	127.97'
L3	S68°44'30"E	84.10'
L4	S81°28'30"E	18.57'
L5	S77°28'30"E	80.33'
L6	S22°13'34"E	26.98'
L7	N77°24'48"W	101.87'
L8	N61°12'38"W	18.83'
L9	S34°13'00"W	24.57'
L10	S30°04'47"W	65.53'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	60.00'	25.39'	24°14'45"	N62°55'56"E	25.20'

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

QUITCLAIM DEED

CR 202

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

That WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by the LISA A. COUSINS 2015 TRUST, hereinafter referred to as "Grantee", the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto Grantee all of Grantor's right, title, interest, claim and demand in and to those certain tracts or parcels of land, situated in the County of Williamson, State of Texas, more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein for any and all purposes.

This Quitclaim is made subject to the continued rights of existing utilities, if any, as provided by law, and any required adjustment will be at no cost to the Grantor. In addition, this Quitclaim is subject to all matters of public record and to all easements, leases, agreements or licenses, or other interests which affect the Property, and to any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession.

THIS QUITCLAIM OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, WITH ALL FAULTS AND WITH ANY AND ALL LATENT AND PATENT DEFECTS. BY ACCEPTANCE HEREOF, GRANTEE ACKNOWLEDGES THAT GRANTEE HAS NOT RELIED UPON ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY GRANTOR OR BY ANY REPRESENTATIVE OF GRANTOR WITH RESPECT TO THE PROPERTY, AND THAT NEITHER GRANTOR NOR ANY REPRESENTATIVE OF GRANTOR HAS MADE ANY COVENANT, REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, OF MERCHANTABILITY, MARKETABILITY, PHYSICAL CONDITION, PRESENCE OF HAZARDOUS MATERIALS, VALUATION, UTILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTEE HAS INSPECTED THE PROPERTY AND THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE PROPERTY AND ACCEPTS QUITCLAIM TO THE PROPERTY "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION AND THAT GRANTEE IS RELYING ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said Grantee forever.

(*signature on following page*)

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

GRANTOR:

WILLIAMSON COUNTY

_____ By:_____

Date Dan A. Gattis, County Judge

STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

This instrument was acknowledged before me on the _____ day of _____, 2016, by Dan A. Gattis, County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas

After Recording Return to:
Sheets & Crossfield, P.C.
309 E. Main Street
Round Rock, TX 78664

EXHIBIT A

METES AND BOUNDS DESCRIPTION

FOR A 0.066 ACRE TRACT OF LAND LOCATED IN THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF COUNTY ROAD 202. SAID 0.066 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found monumenting the northeast corner of a called 15.45 acre tract of land conveyed to Aric L. Samuelson in a Deed, recorded in Document No. 2007078178 of the Official Public Records of Williamson County, Texas, said 15.45 acre tract of land being more fully described as Tract One in a General Warranty Deed, recorded in Volume 847, Page 486 of the Deed Records of Williamson County, Texas, and the southeast corner of a called 17.25 acre tract of land described as Tract 1 in a Special Warranty Gift Deed to Lisa A. Cousins, Trustee of the Lisa A. Cousins 2015 Trust, recorded in Document No. 2015101670 of the Official Public Records of Williamson County, Texas, same being on the west right-of-way line of County Road 202 a variable width right-of-way, for the southwest corner and **POINT OF BEGINNING** hereof, from which an iron rod found with cap marked “MEADOR”, monumenting an angle point in the north boundary line of said 15.45 acre Samuelson tract and the south boundary line of said 17.25 acre Cousins tract, bears S 78°45’51” W for a distance of 516.61 feet;

THENCE, **N 22°38’47” W** with said west right-of-way line of County Road 202 and the east boundary line of said 17.25 acre Cousins tract for a distance of **137.19 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the beginning of a curve to the left, for the northwest corner hereof, from which a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting an angle point in said west right-of-way line of County Road 202 and the east boundary line of said 17.25 acre Cousins tract, bears N 22°38’47” W for a distance of 101.94 feet;

THENCE, departing said east boundary line of the 17.25 acre Cousins tract, over and across said County Road 202 right-of-way with said curve to the left an arc distance of **27.07 feet**, said curve having a radius of **60.00 feet**, a central angle of **25°50’57”**, and a chord which bears **N 87°58’47” E** for a distance of **26.84 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the centerline of said County Road 202 right-of-way, for the northeast corner hereof, from which a cotton spindle found monumenting the southwest corner of a called 24.547 acre tract of land described in a Warranty Deed to Truitt-Doerr Family Limited Partnership, recorded in Document No. 2002077669 of the Official Public Records of Williamson County, Texas, same being on the centerline of said County Road 202 right-of-way bears N 24°45’28” W for a distance of 108.80 feet;

THENCE, **S 19°38'26" E** with said centerline of County Road 202, continuing over and across said County Road 202 for a distance of **127.97 feet** to a 1/2" iron rod set with cap marked "Diamond Surveying", monumenting the southeast corner hereof;

THENCE, departing said centerline of County Road 202, **S 67°32'02" W** continuing over and across said County Road 202 for a distance of **18.41 feet** to the **POINT OF BEGINNING** hereof and containing 0.066 acre of land more or less.

BEARING BASIS: State Plane Coordinate System, NAD-83, Texas Central Zone (4203). Distances are surface based on a combined surface adjustment factor of 1.00014.

A drawing has been prepared to accompany this metes and bounds description.

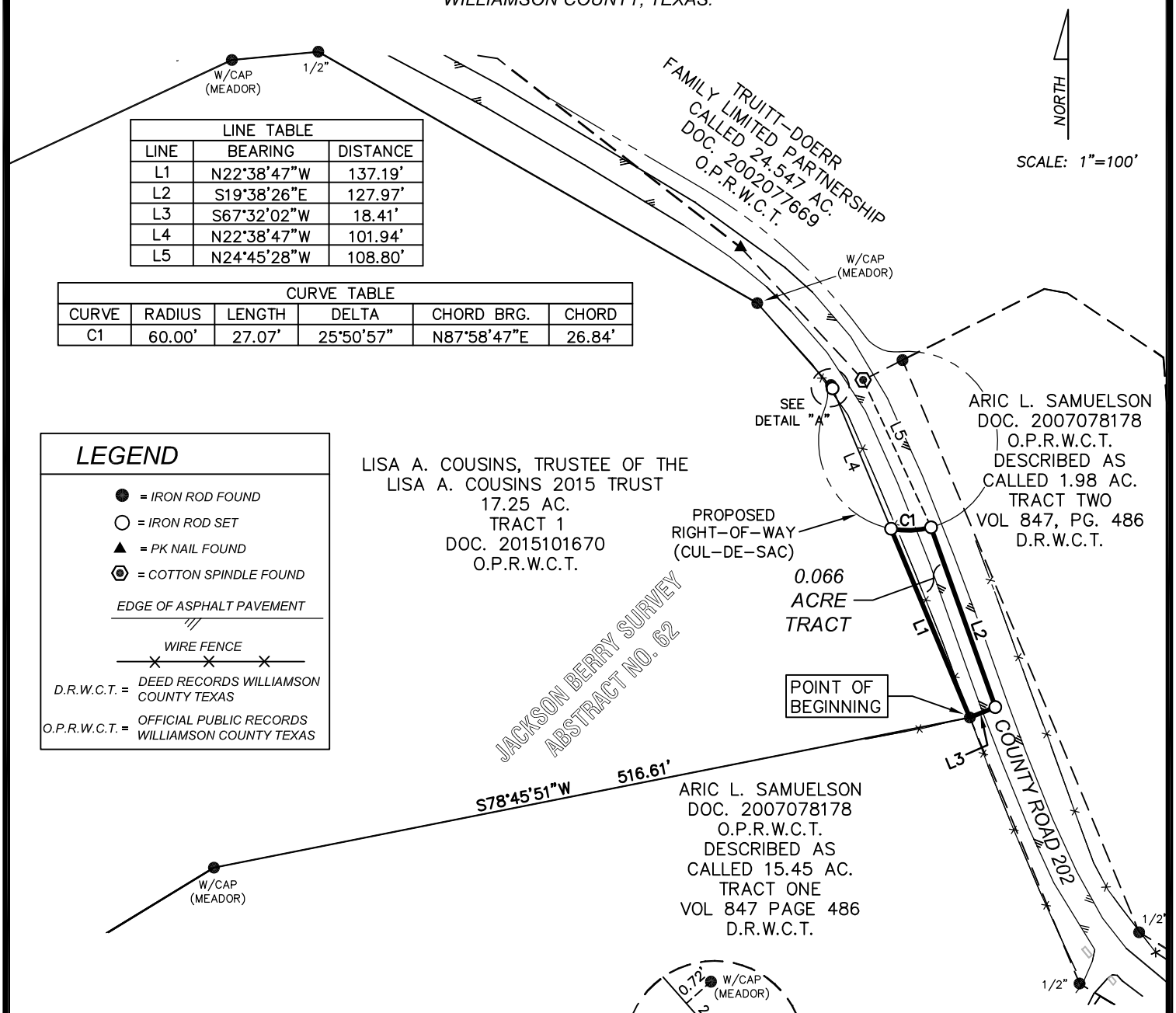
< > DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

April 21, 2016

SHANE SHAFER, R.P.L.S. NO. 5281 DATE

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION

STANDARD LAND SURVEY FOR A 0.066 ACRE TRACT OF LAND LOCATED IN THE JACKSON BERRY SURVEY, ABSTRACT NO. 62, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF COUNTY ROAD 202, WILLIAMSON COUNTY, TEXAS.

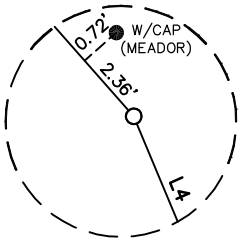


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N22°38'47"W	137.19'
L2	S19°38'26"E	127.97'
L3	S67°32'02"W	18.41'
L4	N22°38'47"W	101.94'
L5	N24°45'28"W	108.80'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	60.00'	27.07'	25°50'57"	N87°58'47"E	26.84'

LEGEND

- = IRON ROD FOUND
- = IRON ROD SET
- = PK NAIL FOUND
- = COTTON SPINDLE FOUND
- EDGE OF ASPHALT PAVEMENT
- WIRE FENCE
- D.R.W.C.T. = DEED RECORDS WILLIAMSON COUNTY TEXAS
- O.P.R.W.C.T. = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS



DETAIL "A"
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) BEARING BASIS: STATE PLANE COORDINATE SYSTEM, NAD-83, TEXAS CENTRAL ZONE(4203). DISTANCES ARE SURFACE BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00014.

2) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR POLICY. NO RECORD RESEARCH WAS PERFORMED BY THE SURVEYOR.

To: WILLIAMSON COUNTY exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat represents a survey made on the ground under my direct supervision completed on April 15, 2016. At the time of this survey there were no evidence of encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition IV Standard Land Survey. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.

APRIL 21, 2016

Shane Shafer, R.P.L.S. NO. 5281 *DATE*

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100

SHEET 1 OF 1

Commissioners Court - Regular Session **31.**

Meeting Date: 07/12/2016

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 and take appropriate action on a Real Estate Contract with Siena North Devco Inc. for ROW needed on CR 110. (PARCELS 4/13/20/43/2M)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Siena Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 10:56 AM
Form Started By: Charlie Crossfield		Started On: 07/07/2016 10:50 AM
Final Approval Date: 07/07/2016		

REAL ESTATE CONTRACT
CR 110 Right of Way—Parcels 4S, 13S, 20S, 43S, 2M

THIS REAL ESTATE CONTRACT ("Contract") is made by SIENA NORTH DEVCO, INC. (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 3.091 acres (134,639 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 4S**); and
>
> All of that certain 2.019 acres (87,964 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 "B", attached hereto and incorporated herein (**Parcel 13S**); and
>
> All of that certain 0.256 acre (11,169 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 "C", attached hereto and incorporated herein (**Parcel 20S**); and
>
> All of that certain 0.742 acre (32,319 Sq. Ft.) tract of land in the WM. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 43S**); and
>
> All of that certain 0.914 acre (39,815 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "E", attached hereto and incorporated herein (**Parcel 2M**)

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 Exhibits "A-E" not

otherwise agreed herein to be retained by Seller, 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 Exhibits "A-E", compensation for any improvements on the Property, and any damage or cost of cure for the remaining property of Seller arising out of this conveyance shall be the sum of FIVE HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED SIXTY and 00/100 Dollars ($561,760.00).

Payment of Purchase Price

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

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

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

Miscellaneous Conditions

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

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

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 Independence Title Company on or before July 29th, 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 Exhibits "A-E", 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 "F" 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 party incurring them respectively.

ARTICLE VI
BREACH BY SELLER

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

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

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

Texas Law to Apply

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

Parties Bound

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

Legal Construction

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

Prior Agreements Superseded

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

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

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

Memorandum of Contract

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

Compliance

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

Effective Date

8.10 This Contract shall be effective as of the date it is approved by 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.

[signature page follows]

SELLER:

SIENA NORTH DEVCO, INC.

By: _____ Address: 4720-4 Rockcliff Rd

Name: John S. Lloyd Austin, TX 78746

Its: President

Date: 6/30/16

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____ Address: 710 Main Street, Suite 101
Dan A. Gattis Georgetown, Texas 78626
County Judge

Date: _____

EXHIBIT A

County: Williamson
Parcel No.: 4S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 4S

DESCRIPTION OF A 3.091 ACRE (134,639 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 68.96 ACRE TRACT OF LAND, TRACT 3, AND A PORTION OF A CALLED 12.01 ACRE TRACT OF LAND, AS DESCRIBED IN A DEED TO SIENA KYLE COMMERCIAL, LP. AND RECORDED IN DOCUMENT NO. 2008000334 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 3.091 ACRE (134,639 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 a 1/2-inch iron rod found 1,775.60 feet right of Engineer's Centerline Station (E.C.S.) 117+48.20, said point being the southeast corner of said 79.47 acre tract, same being the northeast corner of a called 38.673 acre tract of land as described in a deed to Grant & Mark Kaiser and recorded in Document No. 2011065991, O.P.R.W.C.TX.;

THENCE S 87°24'17" W, with the common line between the said 68.96 acre tract and the said 38.673 acre tract, a distance of 1,707.63 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 117+58.61, for the **POINT OF BEGINNING** (Grid = N: 10170275.55, E: 3156634.32) of the parcel described herein, said point being on the proposed east right-of-way line of County Road (CR) 110;

1) **THENCE** S 87°24'05" W, continuing with the common line between said 68.96 acre tract and the said 38.673 acre tract, a distance of 70.26 feet to a concrete monument found 2.25 feet left of E.C.S. 117+59.04, on the existing east right-of-way line of CR 110, a variable width right-of-way (no record information found), from which a 1/2-inch iron rod found 1.56 feet left of E.C.S. 117+59.14, bears N 80°11'24" E, a distance of 0.70 feet, for a **POINT OF REFERENCE**;

THENCE, with the existing east line of said CR 110, same being the west line of said 68.96 acre tract and said 12.01 acre tract, the following three (3) courses and distances numbered 2 through 4:

2) N 02°17'39" W, a distance of 59.95 feet to a 1/2-inch iron rod found 1.60 feet left of E.C.S. 118+26.50, same being the southwest corner of said 12.01 acre tract,

3) N 02°19'55" W, a distance of 1,762.96 feet to a 1/2-inch iron rod 8.80 feet right of E.C.S. 135+81.98, same being the northwest corner of said 12.01 acre tract, and

4) N 02°18'42" W, a distance of 167.10 feet to a 1/2-inch iron rod 8.91 feet right of E.C.S. 137+49.08, said point being the northwest corner of said 68.96 acre tract;

5) **THENCE** N 87°51'48" E, with the existing east line of said CR 110, same being the north line of said 68.96 acre tract, a distance of 70.34 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 79.29 feet right of E.C.S. 137+48.80, said point being the southwest corner of a called 1.54 acre tract of land as described as Lot 1-A, Block AA, Siena Phase 1, Section 24 in a deed to SEDC DEVCO, Inc. and recorded in Document No. 2013086194, O.P.R.W.C.TX.;

THENCE, over and across said 68.96 acre tract and said 12.01 acre tract, with the proposed east right-of-way line of CR 110, the following three (3) courses and distances numbered 6 through 8:

6) S 02°22'42" E, a distance of 811.73 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 79.50 feet right of E.C.S. 129+37.07,

7) S 00°16'04" E, a distance of 287.58 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 126+48.99, and

8) S 02°56'41" E, a distance of 890.38 feet to the **POINT OF BEGINNING**, and containing 3.091 acres (134,639 sq. ft.) of land, more or less.

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

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

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

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 21st day of October, 2015.

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

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

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)

R. MCNUTT SURVEY,
ABSTRACT 422

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

EXISTING ROW LINE

COUNTY ROAD 110
VARIABLE WIDTH ROW
(NO RECORD INFORMATION FOUND)

(N00°33'09"E)
(1,762.76')
1,762.96'
N02°19'55"W

L3(L3) EXISTING ROW LINE

118+26.50
1.60'LT

120+00

ENGINEER'S CENTERLINE
N 02°56'41" W 1,308.89'

1S

P.O.B.
117+58.61
68.00'RT
GRID COORDINATE
N:10170275.55
E:3156634.32

℄

L1

4S

S02°56'41"E 890.38'

PROPOSED ROW LINE

GRANT AND MARK KAISER
CALLED 38.673 ACRES
DOC. NO. 2011065991
O.P.R.W.C. TX.

SIENA KYLE COMMERCIAL, LP
CALLED 68.96 ACRES
TRACT 4
DOC. NO. 2008000334
O.P.R.W.C.TX.

(N89°42'42"W)
(1,777.44')
1,707.63'
S87°24'17"W

P.O.C.
117+48.20
1,775.60'RT

SIENA KYLE COMMERCIAL, LP
CALLED 12.01 ACRES
TRACT 3
DOC. NO. 2008000334
O.P.R.W.C.TX.

MATCH LINE PAGE 4 OF 7

DETAIL "A"

117+59.04
2.25'LT

L3

L2

4S

1S

P.O.R.
117+59.14
1.56'LT

L1

NOT TO SCALE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°24'05"W	70.26'
L2	N80°11'24"E	0.70'
L3	N02°17'39"W	59.95'
(L3)	(N00°33'09"E)	(60')

TIME:7:41:08 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 4Sa.dgn

REF. FIELD NOTE NO. 18005

EXISTING	*80.97 AC.	ACQUIRE	3.091 AC.	REMAINING	77.88 AC. RIGHT

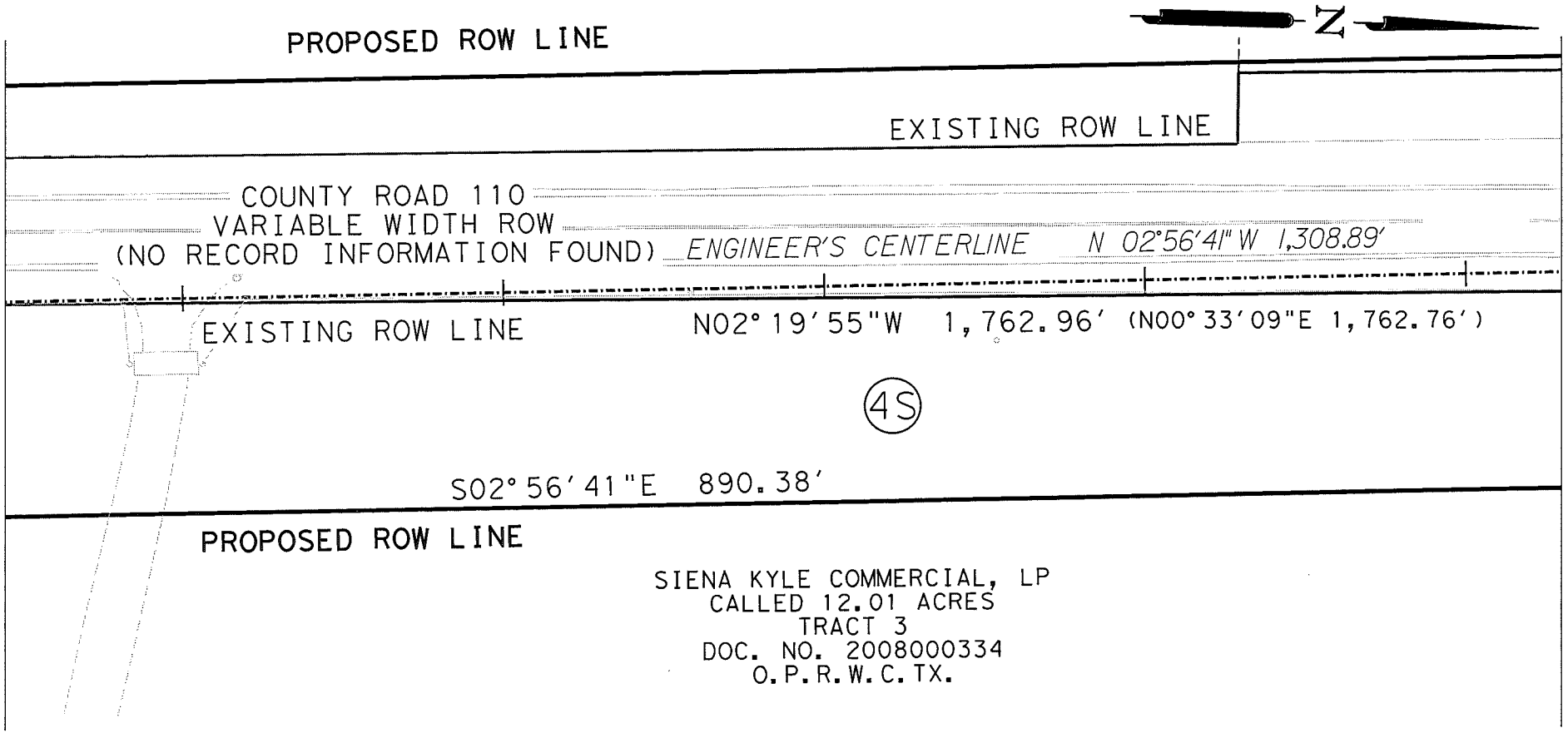
SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENNA KYLE COMMERCIAL, LP
PARCEL 4S
3.091 AC. (134,639 SQ. FT.)

R. MCNUTT SURVEY,
ABSTRACT 422

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



MATCH LINE PAGE 3 OF 7

MATCH LINE PAGE 5 OF 7

TIME: 7:42:33 AM
DATE: 10/21/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 4Sb.dgn

REF. FIELD NOTE NO. 18005

EXISTING	*80.97 AC.	ACQUIRE	3.091 AC.	REMAINING	77.88 AC. RIGHT

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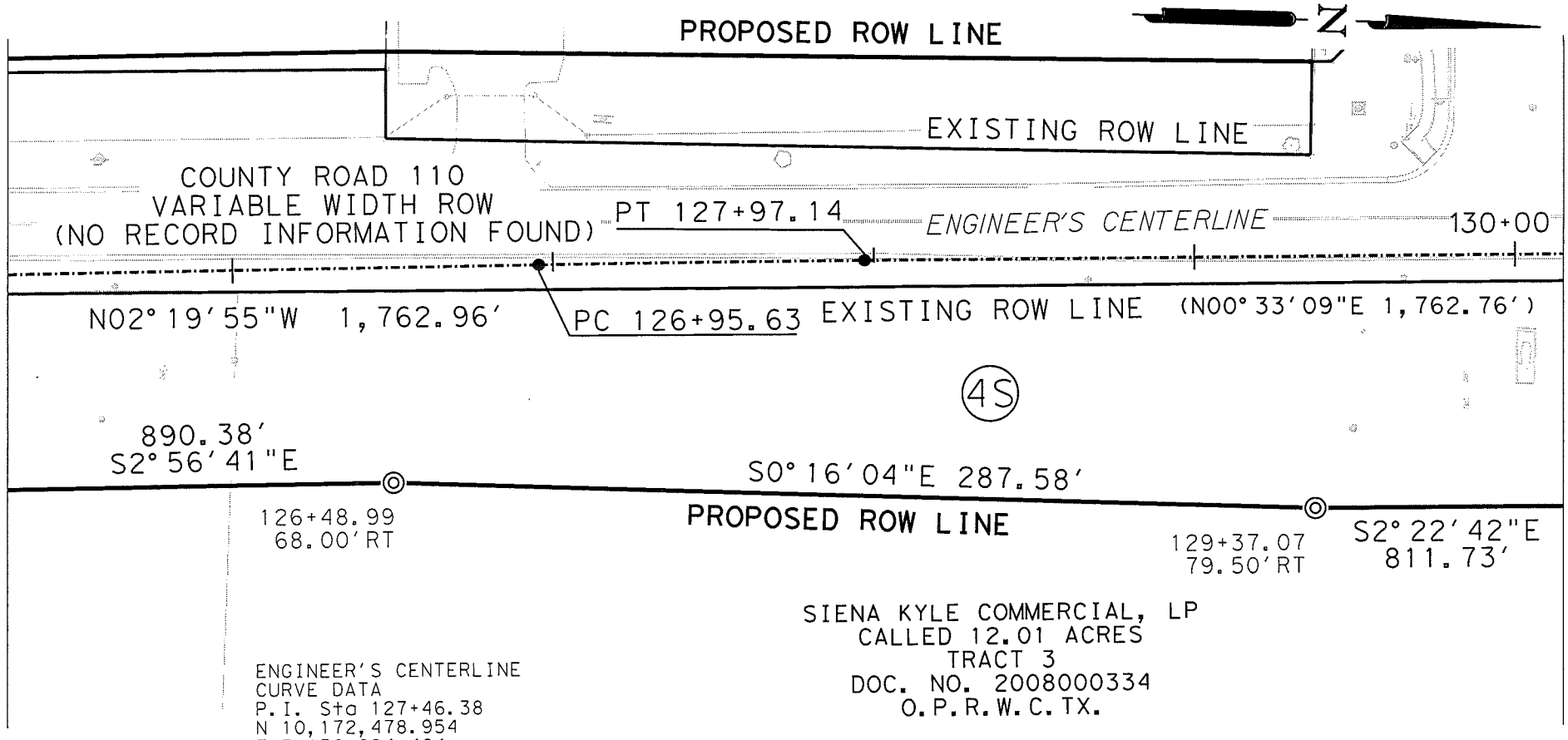
RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENNA KYLE COMMERCIAL, LP
PARCEL 4S
3.091 AC. (134,639 SQ. FT.)

R.MCNUTT SURVEY,
ABSTRACT 422

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



SIENA KYLE COMMERCIAL, LP
CALLED 12.01 ACRES
TRACT 3
DOC. NO. 2008000334
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 127+46.38
N 10,172,478.954
E 3,156,894.464
Δ = 00°34'54" (RT)
D = 00°34'23"
T = 50.75'
L = 101.51'
R = 10,000.00'
P.C. Sta 126+95.63
P.T. Sta 127+97.14

TIME:7:47:59 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 4Sc.dgn

REF. FIELD NOTE NO. 18005

EXISTING	*80.97 AC.	ACQUIRE	3.091 AC.	REMAINING	77.88 AC. RIGHT

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENNA KYLE COMMERCIAL, LP
PARCEL 4S
3.091 AC. (134,639 SQ. FT.)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

R.MCNUTT SURVEY,
ABSTRACT 422

N

EXISTING ROW LINE

ENGINEER'S CENTERLINE N 02°21'47"W 4,255.41' 134+00

EXISTING ROW LINE (N00°33'09"E 1,762.76') N02°19'55"W 1,762.96'

4S

S02°22'42"E 811.73'

PROPOSED ROW LINE

SIENA KYLE COMMERCIAL, LP
CALLED 12.01 ACRES
TRACT 3
DOC. NO. 2008000334
O.P.R.W.C.TX.

SIENA KYLE COMMERCIAL, LP
CALLED 68.96 ACRES
TRACT 4
DOC. NO. 2008000334
O.P.R.W.C.TX.

MATCH LINE PAGE 5 OF 7

MATCH LINE PAGE 7 OF 7

TIME:7:49:38 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 4Sd.dgn

REF. FIELD NOTE NO. 18005

EXISTING	*80.97 AC.	ACQUIRE	3.091 AC.	REMAINING	77.88 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING
4801 Southwest Parkway
Building Two, Suite 100
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(512) 447-0575
Fax (512) 326-3029
Texas Firm Registration No. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENNA KYLE COMMERCIAL, LP
PARCEL 4S
3.091 AC. (134,639 SQ. FT.)

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
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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)

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.

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

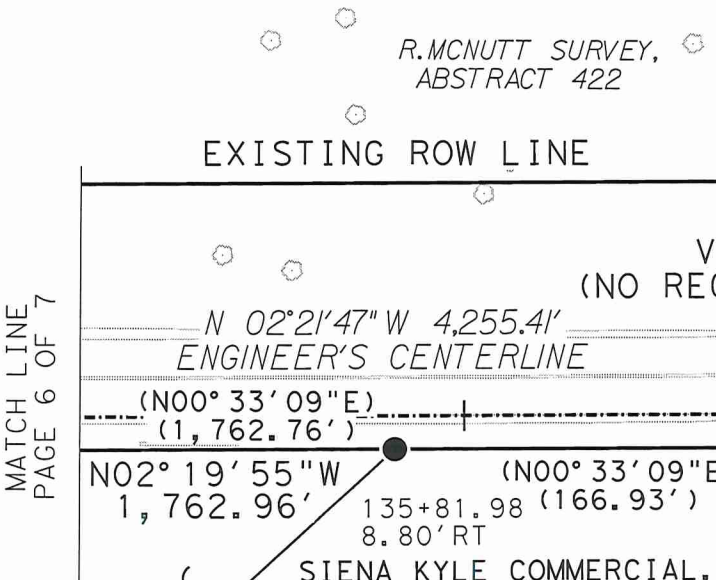
10/21/2015
DATE

LINE TABLE

LINE NO.	BEARING	DISTANCE
L4	N87°51'48"E	70.34'
(L4)	(S89°28'38"E)	(1,775.74')

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



TIME:7:53:59 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 4Se.dgn

REF. FIELD NOTE NO. 18005

EXISTING	*80.97 AC.	ACQUIRE	3.091 AC.	REMAINING	77.88 AC. RIGHT

SAM
SURVEYING·AERIAL MAPPING·ENGINEERING

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENNA KYLE COMMERCIAL, LP
PARCEL 4S
3.091 AC. (134,639 SQ. FT.)

EXHIBIT B

County: Williamson
Parcel No.: 13S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 13S

DESCRIPTION OF A 2.019 ACRE (87,964 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 18.547 ACRE TRACT OF LAND, TRACT 2, AS DESCRIBED IN A DEED TO SIENA KYLE COMMMERCIAL, LP AND RECORDED IN DOCUMENT NO. 2008000334 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 2.019 ACRE (87,964 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 a 1/2-inch iron rod with a cap stamped "RJ SURVEYING" found 217.00 feet right of Engineer's Centerline Station (E.C.S.) 172+09.62, said point being the most northerly corner of said 18.547 acre tract, same being an interior southern corner of a called 291.9779 acre tract of land as described in a deed to SEDC DEVCO, Inc. and recorded in Document No. 2013084236, O.P.R.W.C.TX.;

THENCE S 87°38'24" W, with the common line of said 18.547 acre tract and said 291.9779 acre tract, a distance of 149.00 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 172+09.63, same being on the proposed east right-of-way line of County Road (CR) 110, for the **POINT OF BEGINNING** (Grid = N: 10175720.12, E: 3156399.60) of the parcel described herein;

1) **THENCE** S 02°21'47" E, over and across said 18.547 acre tract, with the proposed east right-of-way line of CR 110, a distance of 1,517.87 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet left of E.C.S. 156+91.75, said point being on the north line of said 291.9779 acre tract, same being the south line of said 18.547 acre tract, same being on the existing east right-of-way line of CR 110 (a variable width right-of-way), no record information found;

2) **THENCE** S 32°12'41" W, with the existing east right-of-way line of said CR 110, same being the south line of said 18.547 acre tract, a distance of 47.86 feet to a 1/2-inch iron rod found 40.84 feet left of E.C.S. 156+52.35, said point being the south corner of said 18.547 acre tract;

3) **THENCE** S 87°31'31" W, continuing with the existing east right-of-way line of said CR 110, same being the south line of said 181.547 acre tract, a distance of 30.90 feet to a calculated point for the southwest corner of said 18.547 acre tract, and the tract described herein;

4) **THENCE** N 02°19'24" W, with the existing east right-of-way line of said CR 110, same being the west line of said 18.547 acre tract, a distance of 1,532.42 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 11.00 feet right of E.C.S. 171+84.70, said point being the northwest corner of said 18.547 acre tract, same being the southwest corner of said 291.9779 acre tract;

THENCE, with the common line of said 18.547 acre tract and said 291.9779 acre tract, the following three (3) courses and distances numbered 5 through 7:

5) N 87°37'35" E, a distance of 30.96 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 41.96 feet right of E.C.S. 171+84.71,

6) N 42°49'37" E, a distance of 35.36 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 67.04 feet right of E.C.S. 171+09.63, and

7) N 87°38'24" E, a distance of 0.96 feet to the **POINT OF BEGINNING**, and containing 2.019 acre (87,964 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

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

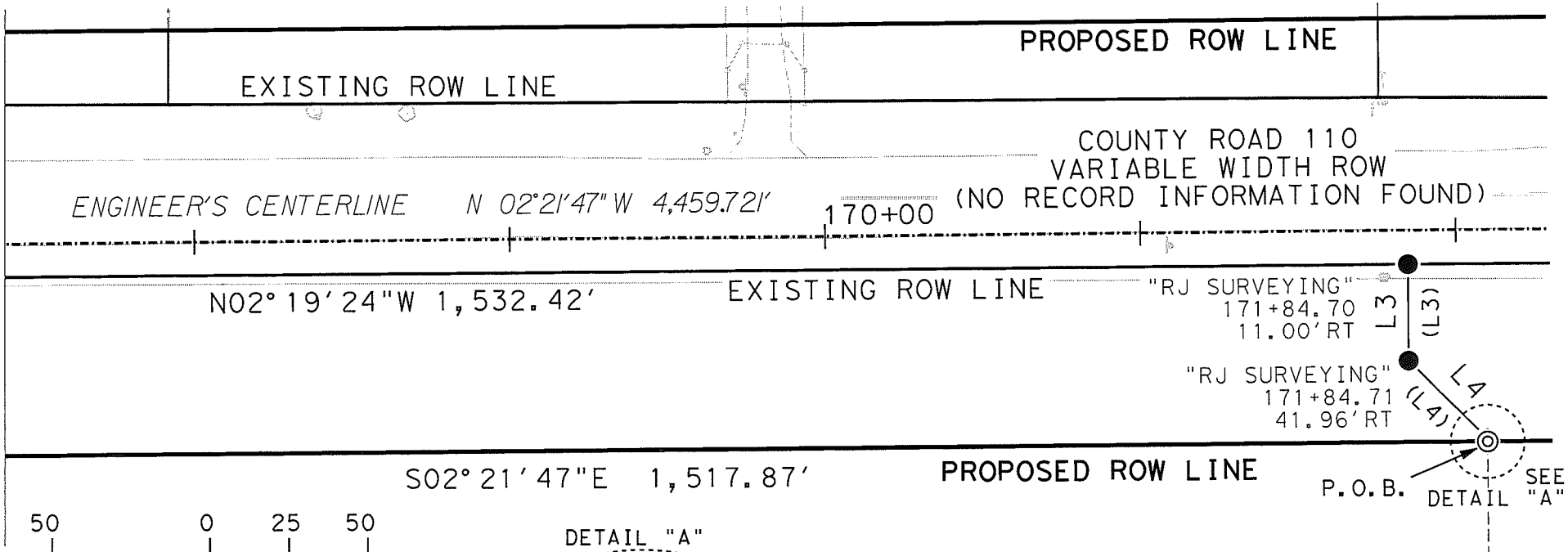
That I, William Reed Herring, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 21st day of October, 2015.

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

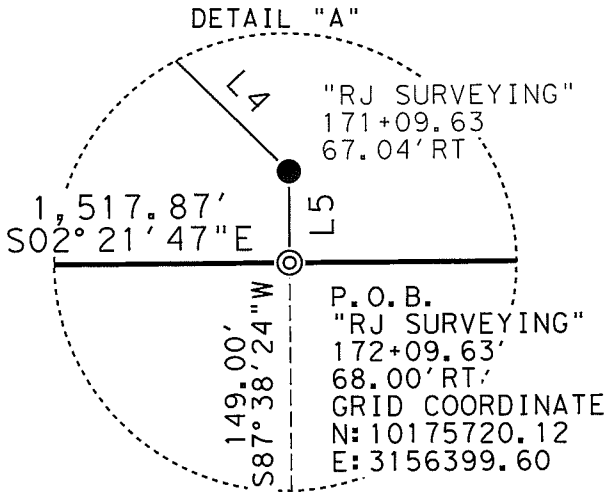
William Reed Herring
Registered Professional Land Surveyor
No. 6355-State of Texas

MATCH LINE PAGE 4 OF 6



50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



NOT TO SCALE

SIENA KYLE COMMERCIAL, LP
CALLED 18.547 ACRES
TRACT 2
DOC. NO. 2008000334
O.P.R.W.C.TX.

149.00'
S87°38'24"W
(N89°26'11"W)
(150')

SEDC DEVCO, INC.
CALLED 291.9779 ACRES
DOC. NO. 2013084236
O.P.R.W.C.TX.

R.MCNUTT SURVEY, ABSTRACT 422

P.O.C.
"RJ SURVEYING"
172+09.62
217.00'RT

N

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)

TIME:9:34:32 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 13Sa.dgn

REF. FIELD NOTE NO. 18273

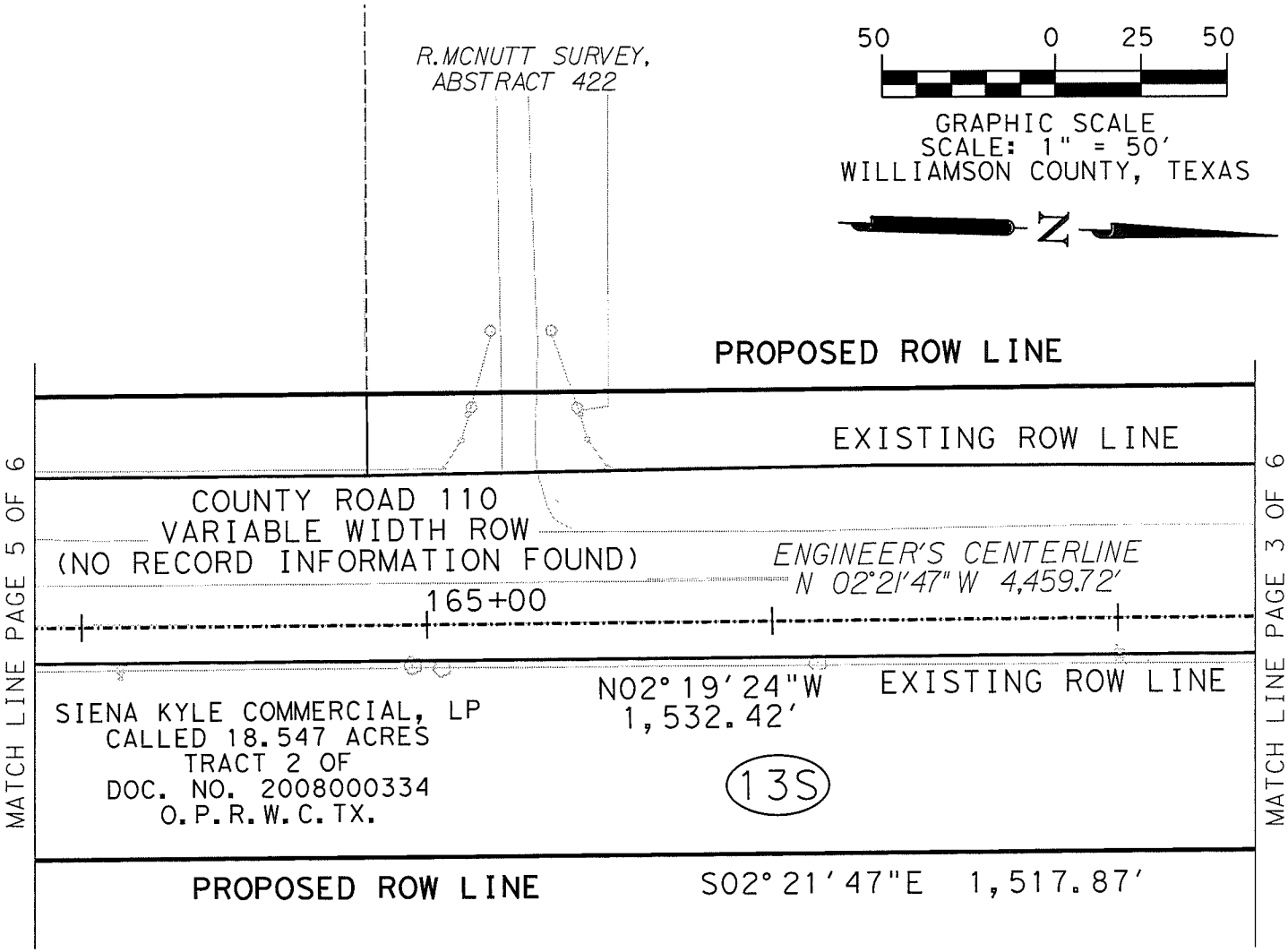
EXISTING	18.547 AC.	ACQUIRE	2.019 AC.	REMAINING	16.528 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 13S
2.019 AC. (87,964 SQ. FT.)

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)



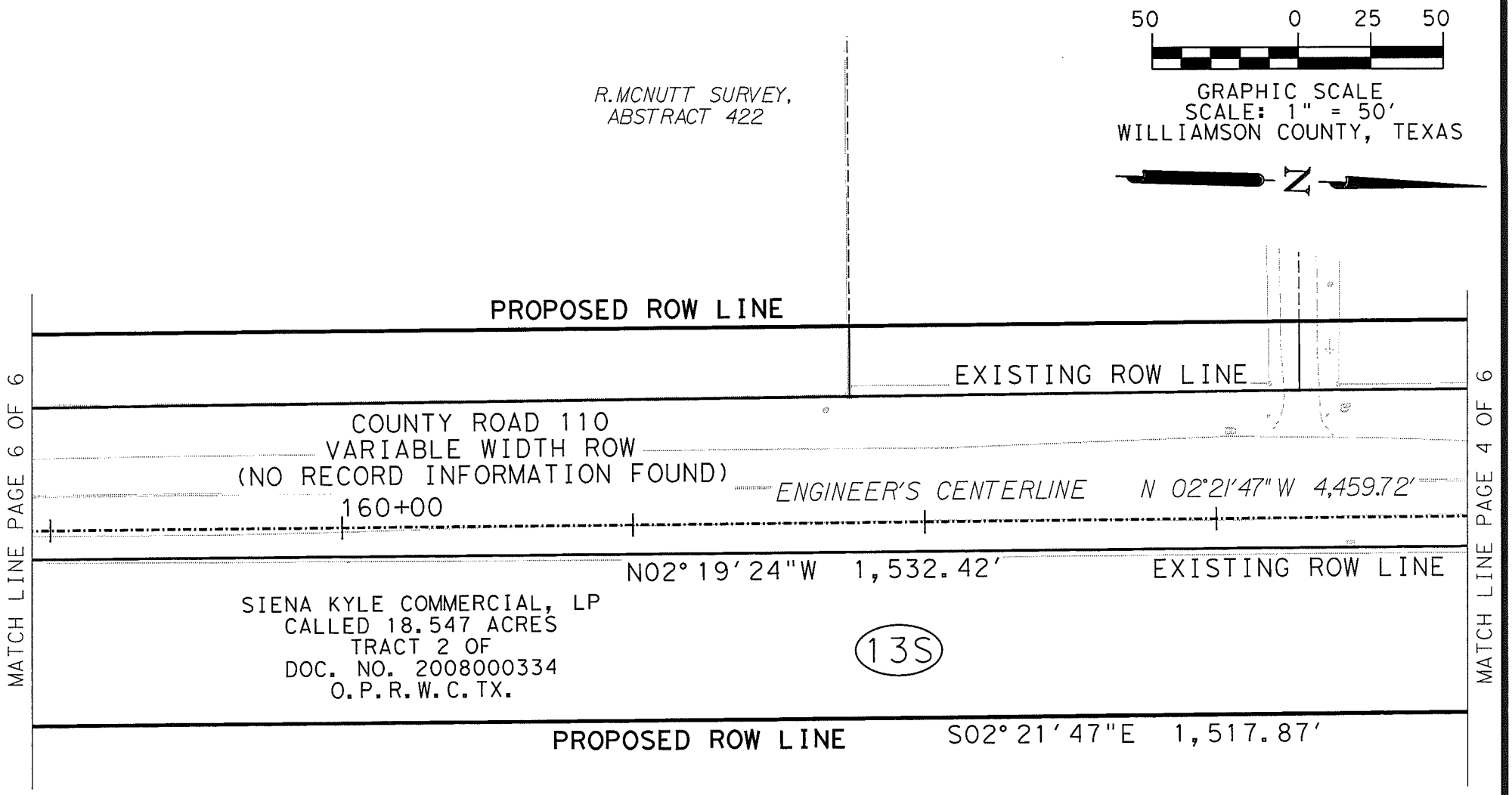
TIME:9:35:30 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 13Sb.dgn

REF. FIELD NOTE NO. 18273

EXISTING	18.547 AC.	ACQUIRE	2.019 AC.	REMAINING	16.528 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 13S
2.019 AC. (87,964 SQ. FT.)



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DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 13Sc.dgn

REF. FIELD NOTE NO. 18273

EXISTING	18.547 AC.	ACQUIRE	2.019 AC.	REMAINING	16.528 AC. LEFT

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. 10064500

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
SIENA KYLE COMMERCIAL, LP
PARCEL 13S
2.019 AC. (87,964 SQ. FT.)

LEGEND

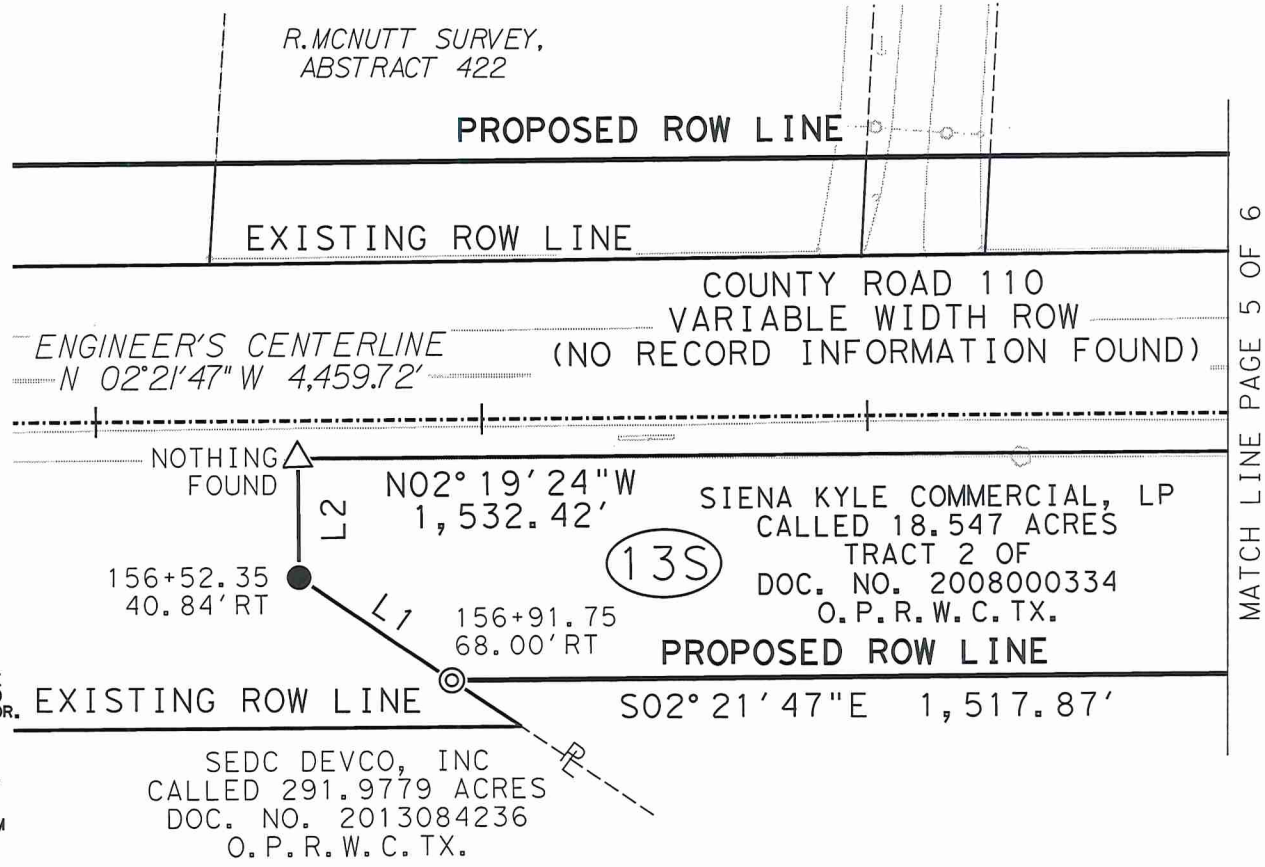
■	CONCRETE MONUMENT FOUND
⊡	TYPE II CONCRETE MONUMENT FOUND
⊙	1/2" PIPE FOUND UNLESS NOTED
◎	1/2" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY ROW"
●	1/2" IRON ROD FOUND UNLESS NOTED
⬡	FENCE POST FOUND UNLESS NOTED
△	CALCULATED POINT
℄	PROPERTY LINE
( )	RECORD INFORMATION
P.U.E.	PUBLIC UTILITY 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	S32° 12' 41"W	47.86'
L2	S87° 31' 31"W	30.90'
L3	N87° 37' 35"E	30.96'
L4	N42° 49' 37"E	35.36'
L5	N87° 38' 24"E	0.96'

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS



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.

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

10/21/2015
DATE

TIME: 9:39:01 AM
DATE: 10/21/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 13Sd.dgn

REF. FIELD NOTE NO. 18273

EXISTING	18.547 AC.	ACQUIRE	2.019 AC.	REMAINING	16.528 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 13S
2.019 AC. (87,964 SQ. FT.)

EXHIBIT C

County: Williamson
Parcel No.: 20S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 20S

DESCRIPTION OF A 0.256 ACRE (11,169 SQ. FT.) PARCEL, LOCATED IN THE R. McNUTT SURVEY, ABSTRACT 422, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A *18.3111 ACRE TRACT OF LAND, TRACT 1, AS DESCRIBED IN A DEED TO SIENA KYLE COMMERCIAL, LP AND RECORDED IN DOCUMENT NO. 2008000334 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.256 ACRE (11,169 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 a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 217.77 feet right of Engineer's Centerline Station (E.C.S.) 172+88.81, said point being on an interior north line of a called 291.9779 acre tract of land, as described in a deed to SEDC DEVCO, Inc. and recorded in Document No. 2013084236, O.P.R.W.C.TX., same being the south line of said *18.3111 acre tract;

THENCE S 87°40'26" W, with the common line of said *18.3111 acre tract and the said 291.9779 acre tract, a distance of 149.83 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 172+92.68, for the **POINT OF BEGINNING** (Grid = N: 10175805.09, E: 3156395.53) of the parcel described herein, same being on the proposed east right-of-way line of County Road (CR) 110;

THENCE, with the common line between said *18.3111 acre tract and said 291.9779 acre tract, the following three (3) courses and distances numbered 1 through 3:

1) S 87°40'26" W, a distance of 0.28 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 67.72 feet right of E.C.S. 172+92.69,

2) N 47°24'54" W, a distance of 35.32 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 43.74 feet right of E.C.S. 173+17.47, and

3) S 87°49'55" W, a distance of 31.11 feet to a 1/2-inch iron rod with a plastic cap stamped "RJ SURVEYING" found 12.67 feet right of E.C.S. 173+19.13, said point being on the existing east right-of-way line of CR 110 (variable width right-of-way), no record information found;

4) **THENCE** N 02°19'09" W, with the existing east right-of-way line of said CR 110, same being the west line of said *18.3111 acre tract, a distance of 206.86 feet to a 1/2-inch iron rod found 40.88 feet right of E.C.S. 175+19.84;

5) **THENCE** N 03°24'09" W, continuing with the existing east right-of-way line of said CR 110, same being the west line of said *18.3111 acre tract, a distance of 112.01 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 68.00 feet right of E.C.S. 176+23.84, said point being on the proposed east right-of-way line of CR 110, same being the north corner of the tract described herein, and the beginning of a curve;

6) **THENCE,** over and across said *18.3111 acre tract, with the proposed east right-of-way line of CR 110, being a curve to right, an arc distance of 349.93, through a central angle of 15°48'42", having a radius of 1,268.00 feet, and a chord that bears S 11°58'46" E, a distance of 348.82 feet to the **POINT OF BEGINNING**, and containing 0.256 acre (11,169 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

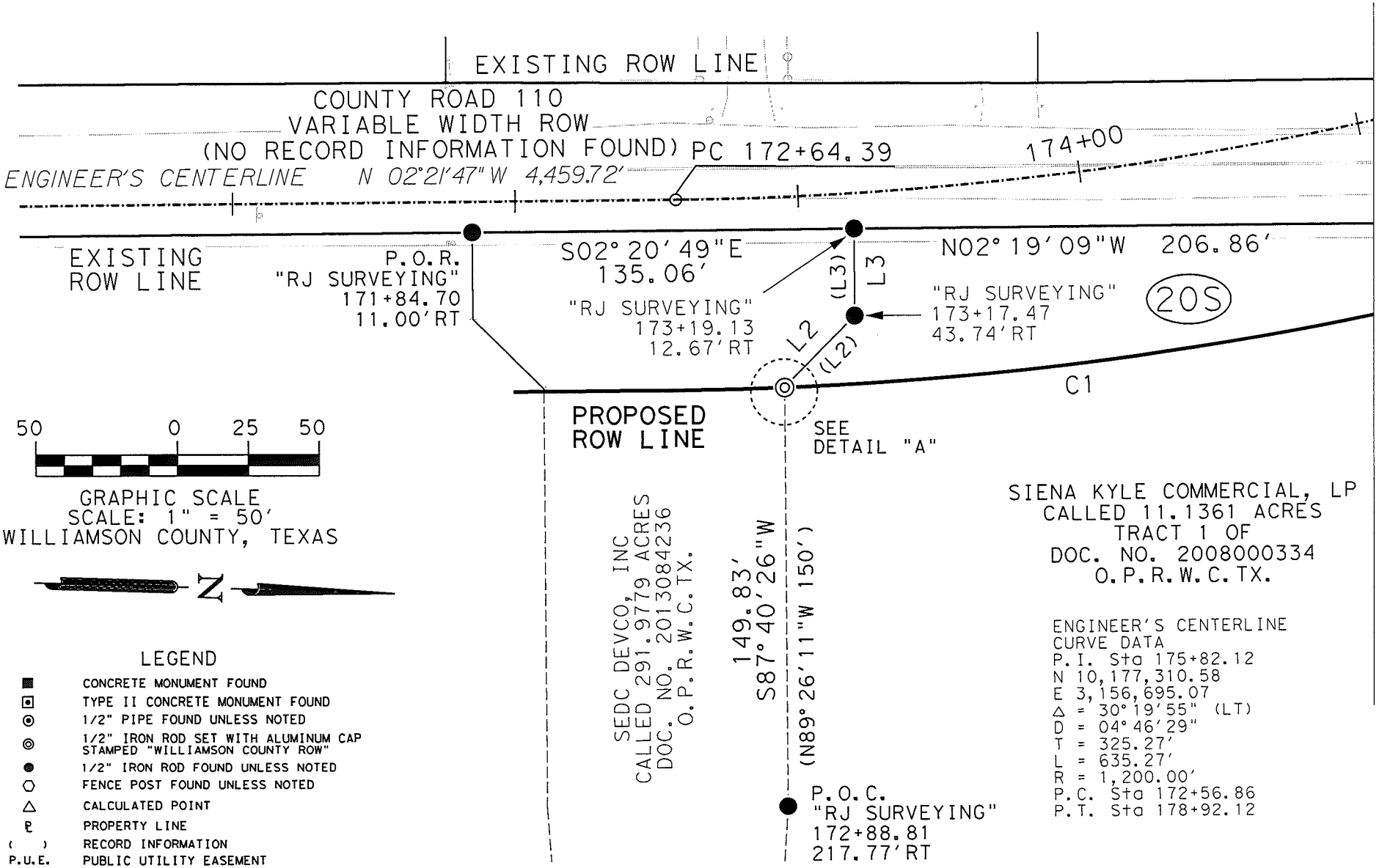
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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



ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 175+82.12
N 10,177,310.58
E 3,156,695.07
Δ = 30°19'55" (LT)
D = 04°46'29"
T = 325.27'
L = 635.27'
R = 1,200.00'
P.C. Sta 172+56.86
P.T. Sta 178+92.12

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)

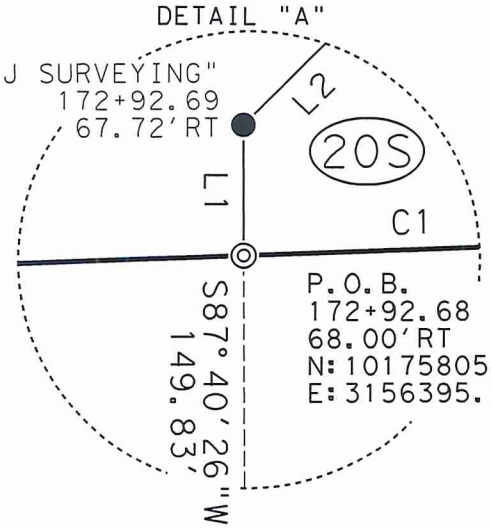
TIME:2:31:18 PM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 20Sa.dgn

REF. FIELD NOTE NO. 18291

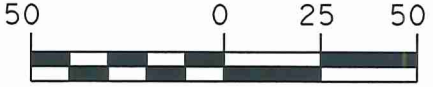
EXISTING	*18.3111 AC.	ACQUIRE	0.256 AC.	REMAINING	18.0551 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 20S
0.256 AC. (11,169 SQ. FT.)

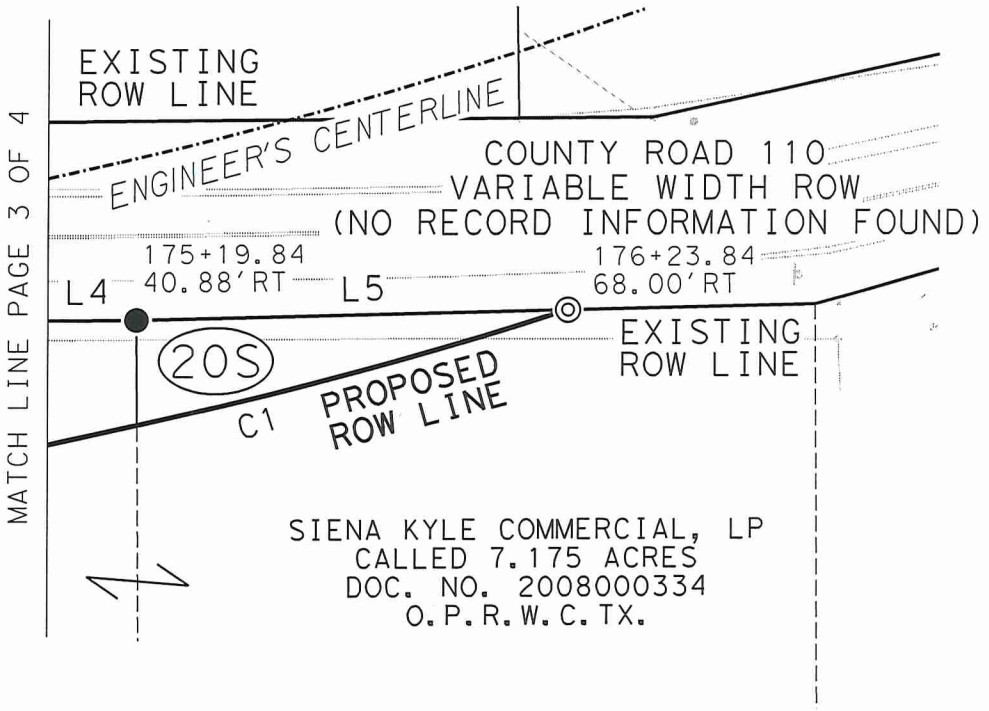


NOT TO SCALE



GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 175+82.12
N 10,177,310.58
E 3,156,695.07
Δ = 30°19'55" (LT)
D = 04°46'29"
T = 325.27'
L = 635.27'
R = 1,200.00'
P.C. Sta 172+56.86
P.T. Sta 178+92.12



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	15°48'42" (RT)	1,268.00'	349.93'	348.82'	S11°58'46"E

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°40'26"W	0.28'
L2	N47°24'54"W	35.32'
(L2)	(N44°26'11"W)	(35.36')
L3	S87°49'55"W	31.11'
(L3)	(N89°27'04"E)	(31.03')
L4	N02°19'09"W	206.86'
L5	N03°24'09"W	112.01'

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.

TIME:2:35:51 PM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 20Sb.dgn

REF. FIELD NOTE NO. 18291

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

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

10/20/2015
DATE

EXISTING	*18.3111 AC.	ACQUIRE	0.256 AC.	REMAINING	18.0551 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 20S
0.256 AC. (11,169 SQ. FT.)

EXHIBIT D

County: Williamson
Parcel No.: 43S
Highway: CR 110
Limits: From: U.S. Highway 79
To: 300 feet north of CR 109 (Limmer Loop)

DESCRIPTION FOR PARCEL 43S

DESCRIPTION OF A 0.742 ACRE (32,319 SQ. FT.) PARCEL, LOCATED IN THE WM. DUNN SURVEY, ABSTRACT 196, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 13.16 ACRE TRACT OF LAND AS DESCRIBED AS TRACT II IN A DEED TO SIENA KYLE COMMERCIAL, LP AND RECORDED IN DOCUMENT NO. 2008000342 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), SAID 0.742 ACRE (32,319 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 a 1/2-inch iron rod found 49.85 feet right of County Road(CR) 109 Engineer's Centerline Station (E.C.S.) 122+46.35, said point being the northwest corner of a called 6.00 acre tract as described in a deed to Barbara J. Lundin and recorded in Volume 2032, Page 857 of the Deed Records of Williamson County, Texas (D.R.W.C.TX.), same being the northeast corner of a called 1.876 acre tract of land as described in a deed to Vickie Thomison and recorded in Document No. 2001095563, O.P.R.W.C.TX., same being on the existing south right-of-way line of CR 109, a variable width right-of-way as conveyed in Document No. 2007036766, O.P.R.W.C.TX.;

THENCE S 87°43'28" W, with the existing south right-of-way line of said CR 109 and said 1.876 acre tract, a distance of 50.57 feet to a calculated point;

THENCE N 02°16'32" W, over and across said CR 109, a distance of 101.07 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 51.17 feet left of CR 109 E.C.S. 121+95.69, for the **POINT OF BEGINNING** (Grid = N: 10178759.02, E: 3155770.08) of the parcel described herein, said point being on the proposed north right-of-way line of CR 109, and the existing north right-of-way line of said CR 109, same being on the south line of said 13.16 acre tract;

1) **THENCE** S 87°40'26" W, with the existing north right-of-way line of CR 109, same being the south line of said 13.16 acre tract, a distance of 803.40 feet to a 1/2-inch iron rod found 130.98 feet right of CR 110 E.C.S. 205+86.00, said point being on the existing east right-of-way line of CR 110, a variable width right-of-way (no record information found);

THENCE, with the existing east right-of-way line of said CR 110, same being the westerly line of said 13.16 acre tract, the following two (2) courses and distances numbered 2 and 3:

2) N 47°10'50" W, a distance of 94.97 feet to a 1/2-inch iron rod with a "DIAMOND SURVEYING" plastic cap found 75.88 feet right of CR 110 E.C.S. 206+63.35, and

3) N 16°32'43" W, a distance of 117.32 feet to a 1/2-inch iron rod with a "RPLS3879" plastic cap found 66.01 feet right of CR 110 E.C.S. 207+80.25, said point being the northwest corner of said 13.16 acre tract, same being the southwest corner of a called 10.0 acre tract as described in a deed to Jonah Water Special Utility District and recorded in Document No. 2003012825, O.P.R.W.C.TX.;

4) **THENCE** N 68°53'54" E, with the common line of said 13.16 acre tract and said 10.0 acre tract, a distance of 34.45 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 100.00 feet right of CR 110 E.C.S. 207+85.87, said point being on the proposed east right-of-way line of CR 110;

THENCE, over and across said 13.16 acre tract, with the proposed east right-of-way line of CR 110 and the proposed north right-of-way line of CR 109, the following five (5) courses and distances numbered 5 through 9:

5) S 11°43'09" E, a distance of 79.14 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 100.00 feet right of CR 110 E.C.S. 207+06.74,

6) S 54°20'17" E, a distance of 114.07 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 177.24 feet right of CR 110 E.C.S. 206+22.80, and the beginning of a curve,

7) Being a curve to the right, an arc distance of 67.49 feet, a central angle of 03°07'21", having a radius of 1,238.50 feet, a chord that bears N 86°12'54" E, a distance of 67.49 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 95.50 feet left of CR 109 E.C.S. 114+99.31,

8) N 87°46'34" E, a distance of 184.48 feet to a 1/2-inch iron rod with an aluminum "WILLIAMSON COUNTY ROW" cap set 95.50 feet left of CR 109 E.C.S. 116+83.79, and

9) S 87°16'28" E, a distance of 513.82 feet to the **POINT OF BEGINNING** and containing 0.742 acre (32,319 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)

50 0 25 50

GRAPHIC SCALE
SCALE: 1" = 50'
WILLIAMSON COUNTY, TEXAS

N

SIENA KYLE COMMERCIAL, LP
CALLED 13.16 ACRES (TRACT II)
DOC. NO. 2008000342
O.P.R.W.C.TX.

WM. DUNN SURVEY,
ABSTRACT 196

43S

P.O.B.
121+95.69
51.17'LT
GRID COORDINATES
N: 10178759.02
E: 3155770.08

PROPOSED ROW LINE

513.82'
S87°16'28"E

S87°40'26"W 803.40'

EXISTING ROW LINE

CR 109 ENGINEER'S CENTERLINE

1,075.69' N 87° 46' 34.01" E

COUNTY ROAD 109
VARIABLE WIDTH ROW
DOC. NO. 2007036766
O.P.R.W.C.TX.

120+00

APPROXIMATE LOCATION OF SURVEY LINE

N02°16'32"W 101.07'

L1

BARBARA J. LUNDIN
CALLED 6.00 AC.
VOL. 2032, P. 857
D.R.W.C.TX.

P.O.C
122+46.35
49.85'RT

NOTHING FOUND

EXISTING ROW LINE

R. MCNUTT SURVEY,
ABSTRACT 422

MATCH LINE PAGE 4 OF 5

VICKIE THOMISON
CALLED 1.876 AC.
DOC. NO. 2001095563
O.P.R.W.C.TX.

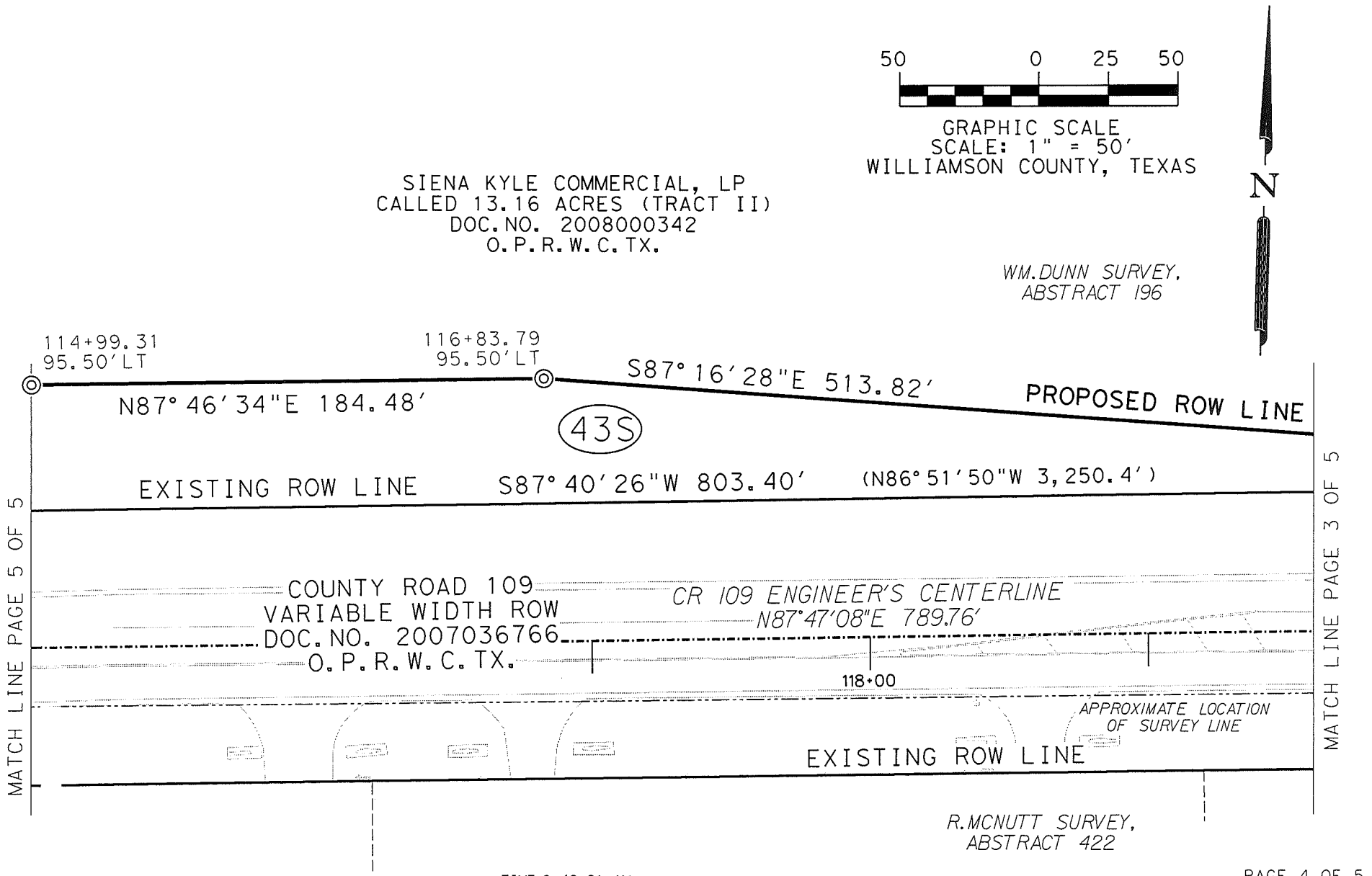
TIME: 9:24:17 AM
DATE: 10/21/2015
FILE: J:\1014035067\100\Survey\06Plats\Parcel 43Sa.dgn

PAGE 3 OF 5
REF. FIELD NOTE NO. 18116

EXISTING	13.16 AC.	ACQUIRE	0.742 AC.	REMAINING	12.42 AC. LEFT

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
SIENA KYLE COMMERCIAL, LP
PARCEL 43S
0.742 AC. (32,319 SQ. FT.)



TIME:9:42:21 AM
DATE:10/21/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 43Sb.dgn

REF. FIELD NOTE NO. 18116

EXISTING	13.16 AC.	ACQUIRE	0.742 AC.	REMAINING	12.42 AC. LEFT

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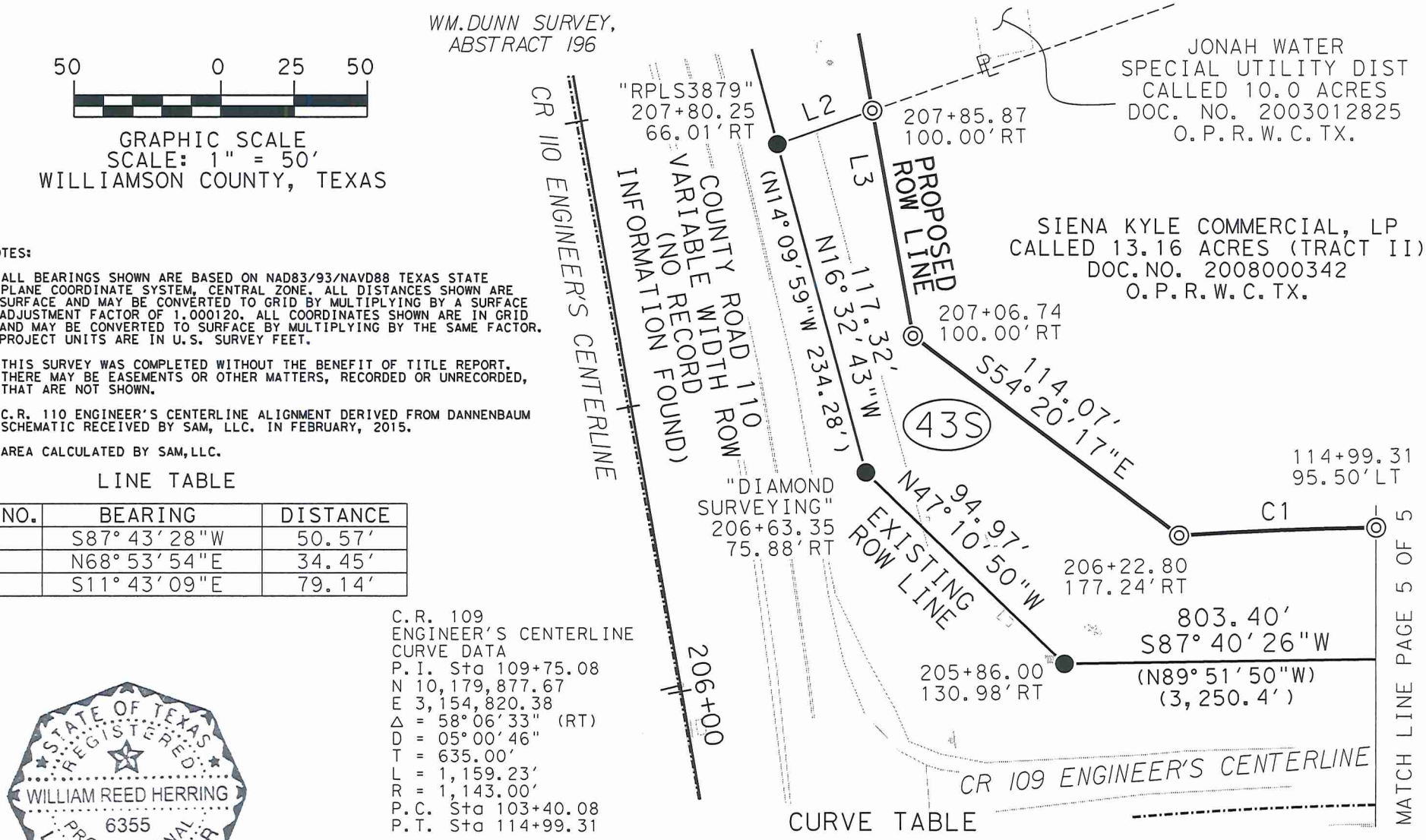

NOTES:

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.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	S87°43'28"W	50.57'
L2	N68°53'54"E	34.45'
L3	S11°43'09"E	79.14'

C.R. 109
ENGINEER'S CENTERLINE
CURVE DATA
P.I. Sta 109+75.08
N 10,179,877.67
E 3,154,820.38
Δ = 58°06'33" (RT)
D = 05°00'46"
T = 635.00'
L = 1,159.23'
R = 1,143.00'
P.C. Sta 103+40.08
P.T. Sta 114+99.31

CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	03°07'21" (RT)	1,238.50'	67.49'	67.49'	N86°12'54"E

STATE OF TEXAS
REGISTERED
WILLIAM REED HERRING
6355
PROFESSIONAL
LAND SURVEYOR

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

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

10/20/2015
DATE

TIME:12:10:01 PM
DATE:10/23/2015
FILE:J:\1014035067\100\Survey\06Plats\Parcel 43Sc.dgn

REF. FIELD NOTE NO. 18116

EXISTING	13.16 AC.	ACQUIRE	0.742 AC.	REMAINING	12.42 AC. LEFT

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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
SIENA KYLE COMMERCIAL, LP
PARCEL 43S
0.742 AC. (32,319 SQ. FT.)

EXHIBIT E

County: Williamson
Parcel : 2M
Highway: County Road 110

PROPERTY DESCRIPTION FOR PARCEL 2M

DESCRIPTION OF A 0.914 ACRE (39,832 SQUARE FOOT) TRACT OF LAND SITUATED IN THE WILLIAM DUNN SURVEY, ABSTRACT NO. 196 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 22.006 ACRE TRACT OF LAND CONVEYED TO SIENA KYLE COMMERCIAL, L.P. (EXHIBIT A, TRACT I) BY INSTRUMENT RECORDED IN DOCUMENT NO. 2008000342 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.914 ACRE (39,832 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found being an angle point in the northerly boundary line of said 22.006 acre tract, same being the easterly boundary line of that called 1.501 acre tract of land conveyed to Edwin Wilson and wife Jennifer Wilson by instrument recorded in Document No. 2014050118 of the Official Public Records of Williamson County Texas, also being an angle point in the southerly boundary line of that called 10.595 acre tract of land conveyed to Mustang Self Storage, LLC by instrument recorded in Document No. 2012082303 of the Official Public Records of Williamson County Texas;

THENCE, departing said 10.595 acre tract, with the common boundary line of said 22.006 acre tract and said 1.501 acre tract, S 21°16'17" E for a distance of 39.52 feet to a calculated angle point, in said 22.006 acre tract, same being the most southeasterly corner of said 1.501 acre tract, and from which a ½" iron rod found bears S 21°16'17" E at a distance of 3.02 feet;

THENCE, continuing with the common boundary line of said 22.006 acre tract, and said 1.501 acre tract, S 68°42'29" W for a distance of 333.74 feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" (Grid Coordinates determined as N=10180198.68, E=3154540.38, TxSPC Zone 4203) set 68.00 feet right of proposed C.R. 110 Baseline Station 221+11.17 in the proposed easterly right-of-way (ROW) line of C.R. 110, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, departing the southerly boundary line of said 1.501 acre tract, through the interior of said 22.006 acre tract, with said proposed easterly ROW line, the following two (2) courses:

1) **S 16°12'35" E** for a distance of **518.56** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R.110 Baseline Station 215+92.61, for a point of curvature to the right;

2) along said curve to the right, having a delta angle of **01°59'36"**, a radius of **5068.00** feet, an arc length of **176.31** feet and a chord which bears **S 15°12'47" E** for a distance of **176.30** feet to a 1/2" iron rod with aluminum cap stamped "WILCO ROW" set 68.00 feet right of proposed C.R. 110 Baseline Station 214+18.67 in the southerly boundary line of said 22.006 acre tract, same being the northerly boundary line of that called 10.00 acre tract of land conveyed to Jonah Water Special Utility District by instrument recorded in Document No. 2003012825 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a 1/2" iron rod with plastic cap stamped "3879" found in the southerly boundary line of said 22.006 acre tract, same being the northeasterly corner of said 10.00 acre tract, also being an ell corner in the westerly boundary line of the remainder of that called 139.150 acre tract of land conveyed to SEDC DEVCO, INC. (Tract 2) by instrument recorded in Document No. 2013084234 of the Official Public Records of Williamson County, Texas, bears N 68°54'15" E at a distance of 636.00 feet;

3) **THENCE,** departing said proposed easterly ROW line, with the southerly boundary line of said 22.006 acre tract, same being the northerly boundary line of said 10.00 acre tract, **S 68°54'15" W** for a distance of **52.13** feet to a 1/2" iron rod with plastic cap stamped "3879" found in the existing easterly ROW line of C.R. 110, being the northwesterly corner of said 10.00 acre tract, same being the southwesterly corner of said 22.006 acre tract, for the southwesterly corner of the herein described tract;

4) **THENCE,** departing said common boundary line, with said existing easterly ROW line, same being the westerly boundary line of said 22.006 acre tract, **N 16°38'27" W** for a distance of **693.94** feet to a calculated point, being the northwesterly corner of said 22.006 acre tract, also being the southwesterly corner of said 1.501 acre tract, for the northwesterly corner of the herein described tract, and from which 1/2" iron rod found bears N 01°28'25" E at a distance of 1.23 feet;

5) **THENCE,** departing said existing easterly ROW line of C.R. 110, with the northerly boundary line of said 22.006 acre tract, same being the southerly boundary line of said 1.501 acre tract, **N 68°42'29" E** for a distance of **60.46** feet to the **POINT OF BEGINNING**, containing 0.914 acres (39,832 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

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

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct 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 direct supervision.

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

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.
FOR REFERENCE ONLY.

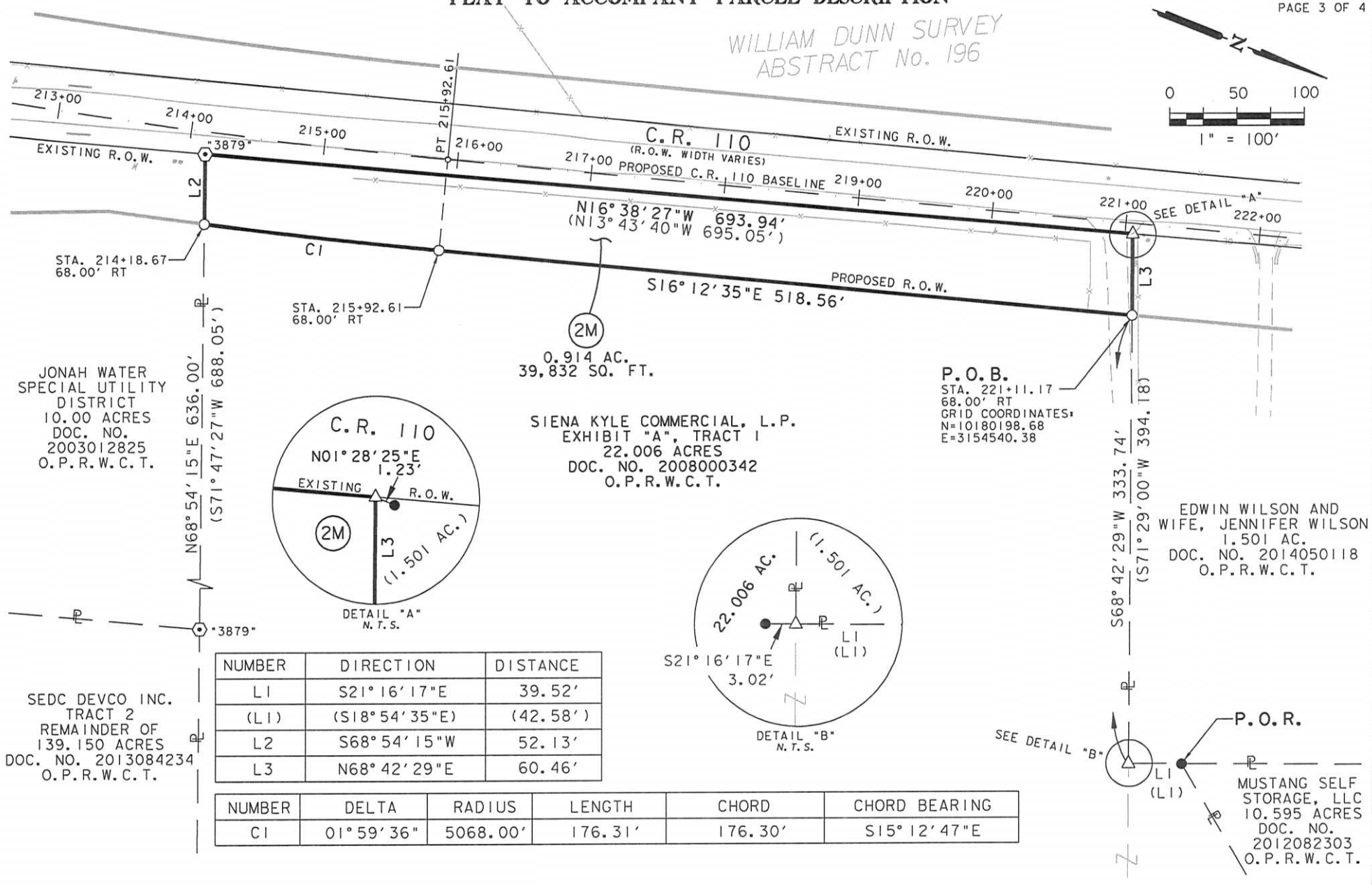
M. Stephen Truesdale Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

S:_KIMLEY HORN\CR 110\PARCELS\PARCEL 2M ROW

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

REV: 10/19/15
PAGE 3 OF 4



NUMBER	DIRECTION	DISTANCE
L1	S21°16'17"E	39.52'
(L1)	(S18°54'35"E)	(42.58')
L2	S68°54'15"W	52.13'
L3	N68°42'29"E	60.46'

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	01°59'36"	5068.00'	176.31'	176.30'	S15°12'47"E

INLAND GEODETICS LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SIENA KYLE COMMERCIAL, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 2M

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

✵	FENCE CORNER POST FOUND
●	1/2" IRON ROD FOUND UNLESS NOTED
⊙	1/2" IRON ROD FOUND W/PLASTIC CAP
✪	COTTON GIN SPINDLE FOUND
◉	1/2" IRON PIPE FOUND UNLESS NOTED
×	X CUT FOUND
▲	60/D NAIL FOUND
△	CALCULATED POINT
○	1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW" SET (UNLESS NOTED OTHERWISE)

℄	CENTER LINE
ℙ	PROPERTY LINE
( )	RECORD INFORMATION
—/—	LINE BREAK
⟍	DENOTES COMMON OWNERSHIP
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE. FOR REFERENCE ONLY.

DATE:

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION	0.914	39,832
CALC/DEED AREA	22.006	958,581
REMAINDER AREA	21.092	918,749

INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

SIENA KYLE COMMERCIAL, L.P.

SCALE	PROJECT	COUNTY
1" = 100'	CR 110	WILLIAMSON

PARCEL 2M

EXHIBIT "F"

Parcels 4S, 13S, 20S, 43S, 2M

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 SIENA NORTH DEVCO, INC., hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) or 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 Donate and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all those certain tracts or parcels 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 3.091 acres (134,639 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 4S**); and

All of that certain 2.019 acres (87,964 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 "B", attached hereto and incorporated herein (**Parcel 13S**); and

All of that certain 0.256 acre (11,169 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 "C", attached hereto and incorporated herein (**Parcel 20S**); and

All of that certain 0.742 acre (32,319 Sq. Ft.) tract of land in the WM. Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "D", attached hereto and incorporated herein (**Parcel 43S**); and

All of that certain 0.914 acre (39,815 Sq. Ft.) tract of land in the William Dunn Survey, Abstract No. 196, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "E", attached hereto and incorporated herein (**Parcel 2M**)

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 Exhibits "A-E" to wit: NONE

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, by, through, or under Grantor, but not otherwise.

This deed is being delivered in lieu of condemnation.

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

[signature page follows]

GRANTOR:

SIENA NORTH DEVCO, INC.

By:_____

Name:_____

Its:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2016 by _____, in the capacity and for the purposes and consideration recited therein.

_____
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 **32.**

Meeting Date: 07/12/2016

Road name change of CR 457 to Hardi Rd

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on setting a date for a public hearing to change the street name CR 457 to Hardi Rd. PCT 4

Background

This change was initiated by a resident of CR 457.

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	07/07/2016 08:21 AM
Form Started By: Richard Semple		Started On: 07/06/2016 03:55 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **33.**

Meeting Date: 07/12/2016

Road name change of FM 685 to Chris Kelley Blvd

Submitted By: Richard Semple, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on setting a date for a public hearing to change the name of a portion of FM 685 from the city limits of Hutto to SH 130 to Chris Kelley Blvd. PCT 4

Background

This change request was initiated by the City of Hutto with the approval of the Texas Department of Transportation.

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	07/07/2016 08:21 AM
Form Started By: Richard Semple		Started On: 07/06/2016 03:59 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **34.**

Meeting Date: 07/12/2016

Historical Commission Nonmination

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on appointment of Bonnie Tipton Wilson to the Williamson County Historical Commission effectively immediately to serve the remainder of a two-year term ending in January 2017.

Background

Ms. Wilson's childhood curiosity in Texas history developed into a hobby and later profession and passion. In 2012, she was awarded with a Master's degree in history from Texas State University, San Marcos. In pursuing that degree, she interned with the Texas Historical Commission's Official Historic Marker Program. As a contract historian, she has researched and written several historic marker applications for properties in Williamson, Travis, and Hays counties. Her background qualifies her as a professional historian under the standards set by the Secretary of Interior. Currently, Ms. Wilson is employed with the Texas Historical Foundation, a non-profit organization that gives grants in historic preservation. Ms. Wilson would like the opportunity to serve the people of Williamson County using her expertise in Texas history and historic preservation to preserve our local legacy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bonnie Wilson Application

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2016 08:10 AM

Form Started By: Kathy Pierce Started On: 06/24/2016 10:46 AM

Final Approval Date: 06/28/2016

Williamson County Historical Commission (WCHC)
Formal Request for appointment to WCHC

Name of Individual Bonnie Wilson

Address 11508 Star View Tr. **City** Austin **State** TX **Zip** 78750

Home Phone — **Work Phone** 512 453 2154 **Cell** 512 981 9092

Email Address bonnietwilson@me.com
(Email and internet access is not mandatory, but highly recommended.)

In which County Precinct do you reside?

☐ 1 ☐ 2 ☐ 3 ☑ 4 ☐ Not sure ☐ I am not a resident of Williamson County

Have you ever served on a county-appointed board? ☐ Yes ☑ No

If yes, which one/s? _____

Have you ever served on a county historical commission (CHC)? ☐ Yes ☑ No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

☐ 1-10 ☑ 11-20 ☐ 21-30 ☐ 31-40 ☐ 41-50 ☐ 51-60 ☐ 61-70 ☐ 70+

Briefly explain your interest in being appointed to the Williamson County Historical Commission:

– see attached letter –

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations

Current or former occupation/s Texas Historical Foundation, Grants + Administrative Coordinator

Current or former employer/s

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

Texas State University – Masters in History
St. Edward's University – B.A. in History

Other experience or training that might add to the livelihood of the WCHC?

Internship w/ THC official marker program; contract historian w/ experience researching + writing historical marker applications; experience w/ grant writing for historic preservation projects

Special Interests/Hobbies: Texas history, historic preservation, oral history

If not a Williamson County resident, please indicate where you reside and comment on the degree to which that distance would impact your ability to serve (attend meetings, provide support and preparation for projects or events, attend events, etc.)

Commissioners Court - Regular Session **35.**

Meeting Date: 07/12/2016

Defund MOD

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 a defunding modification to the Intergovernmental Services Agreement between Williamson County and US Immigration and Customs Enforcement relating the T. Don Hutto Residential Facility.

Background

This modification is to de-obligate funds from task order HSCEDM-15F-IG004 in the amount of $275,688.88. CCA has approved the modification.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Mod to IGSA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2016 08:10 AM
Form Started By: Hal Hawes		Started On: 06/24/2016 09:34 AM
Final Approval Date: 06/28/2016		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
	1 | 4

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
P00007	See Block 16C	192116FAO00000012.3	

6. ISSUED BY CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE 930
WASHINGTON DC 20536

7. ADMINISTERED BY *(If other than Item 6)* CODE ICE/DCR

ICEDETENTION COMPLIANCE REMOVALS
IMMIGRATION AND CUSTOMS ENFORCEMENT
OFFICE OF ACQUISITION MANAGEMENT
801 I STREET NW SUITE 930
WASHINGTON DC 20536

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

WILLIAMSON COUNTY TX
ATTN JUDGE DAN A GATTIS
301 SE INNER LOOP
SUITE 109
GEORGETOWN TX 78626

CODE 0000076930049 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO.
DROIGSA-10-0002
HSCEDM-15-F-IG004

10B. DATED *(SEE ITEM 13)*
11/12/2014

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
See Schedule

Net Decrease: -$275,688.98

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Bilateral Modification Far 43.103(a)

E. IMPORTANT: Contractor ☐ is not. ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION *(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

DUNS Number: 076930049
COR: John Stockley (512) 218-3131
Field office POC: Nancy Kennamer: (210) 283 4479
Contract Specialist: Musa Kamara: (202) 732 2516
Contracting Officer: Gregory Anderson (202) 732 2599

The purpose of this modification is to de-obligate funds from task order HSCEDM-15F-IG004, in the amount of ($275,688.98)

As a result of the change, the overall contract value is decreased

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		Gregory Anderson	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

NAME OF OFFEROR OR CONTRACTOR
WILLIAMSON COUNTY TX

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	From: $23,760,744.37 By: ($275,688.98) To: $23,485,055.39 Exempt Action: Y Discount Terms: Net 30 FOB: Destination Period of Performance: 10/04/2012 to 12/31/2015 Change Item 0001 to read as follows(amount shown is the total amount):				
0001	DETAINEE HOUSING De-obligation of funds CLIN 0001 funding is decreased as follows: From: $22,928,613.20 By: ($253,476.35) To: $22,675,163.85 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: -$253,476.35 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Accounting Info: Continued ...				22,675,136.85

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-72-00- ------ --- 000000 Funded: $0.00 Change Item 0002 to read as follows(amount shown is the total amount):				
0002	STATIONARY GUARD SERVICES De-obligation of funds CLIN 0002 funding is decreased as follows: From: $77,351.52 By: ($16,145.55) To: $61,205.97 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-70-00- ------ --- 000000 Funded: -$16,145.55 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-70-00- ------ --- 000000 Funded: $0.00 Accounting Info: ERODETN-J03 BA 31-12-00-000 18-62-0700-40-50-00-00 GE-25-70-00- ------ --- 000000 Funded: $0.00 Change Item 0003 to read as follows(amount shown is the total amount):				61,205.97
0003	TRANSPORTATION De-obligation of funds CLIN 0003 funding is decreased as follows: From: $21,161.65 By: ($6,067.08) To: $15,094.57 Product/Service Code: S206 Product/Service Description: HOUSEKEEPING- GUARD Continued ...				15,094.57

NAME OF OFFEROR OR CONTRACTOR
WILLIAMSON COUNTY TX

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0700-40-50-00-00 GE-21-31-00- ------ --- 000000 Funded: -$6,067.08 Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0700-40-50-00-00 GE-21-31-00- ------ --- 000000 Funded: $0.00 Accounting Info: RMD10LT-000 BA 32-23-00-000 18-62-0700-40-50-00-00 GE-21-31-00- ------ --- 000000 Funded: $0.00				

Commissioners Court - Regular Session **36.**

Meeting Date: 07/12/2016

JP 1 Change Drawer and Jury Drawer Increase

Submitted For: Dain Johnson **Submitted By:** Bonnie Sims, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a request from Justice of the Peace Pct. One to increase one (1) of our cash drawers from $100.00 to $200.00 and increase our Jury Fund from $800.00 to $1,000.00 with a total of $300.00 dollars.

Background

Judge Johnson has requested an increase in the authorized change fund for one of our cash drawers for our Civil department with an increase of $100.00 to $200.00 to allow for the clerk to make change for this drawer, we have had an increase in civil filings. We also have had an increase in Jury trials with 3 in a weeks time and would request an increase from $800.00 to $1,000.00 for the Jury fund.

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	07/05/2016 10:21 AM
Form Started By: Bonnie Sims		Started On: 06/29/2016 01:51 PM
Final Approval Date: 07/05/2016		

Commissioners Court - Regular Session **37.**

Meeting Date: 07/12/2016

First Amendment to WCRAS ILA

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to authorize County Judge to execute the First Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement.

Background

This agreement now allows other jurisdiction a means to join into the WCRAS partnership. Additionally, it outlines payment structure for the new expansion and gives all partners undivided ownership interest in the expansion.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

First Amendment to WCRAS ILA

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:35 AM
Form Started By: Rachel Rull		Started On: 07/07/2016 10:29 AM
Final Approval Date: 07/07/2016		

FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL CONTROL SHELTER INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO THE WILLIAMSON COUNTY REGIONAL ANIMAL SHELTER INTERLOCAL AGREEMENT ("first Amendment") is made and entered into effective this _____, by and between WILLIAMSON COUNTY; the CITY OF CEDAR PARK; the CITY OF HUTTO; the CITY OF LEANDER; the CITY OF ROUND ROCK; all of which are political subdivisions of the State of Texas ("the Parties").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities 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, each of the Parties has previously approved an Interlocal Agreement (the "Agreement") regarding the operation and maintenance of the Williamson County Regional Animal Shelter (the "Regional Shelter"), and,

WHEREAS, the Parties now desire to amend the Agreement as stated in this First Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree to this first amendment to the Williamson County Regional Animal Shelter Interlocal Agreement as follows:

I.

That Article II, Section 1 is hereby amended with the following:

1. BOARD REPRESENTATION: The business and affairs of the Regional Shelter shall be conducted by a board consisting of one (1) representative from each Party signing this Agreement. Each representative shall be appointed by the governing body of the respective Party.

II.

1. That Article III, Section 1 is hereby amended by changing the time for the preparation of the status report of the Regional Shelter operations to be on an annual basis rather than on a semi-annual basis.

2. That Article III, Section 1 is hereby amended by adding a new sub-section (f), which shall read as follows:

    f. The Parties are jointly and severally liable for any and all expenses incurred in connection with claims against the Regional Shelter, its personnel, and the Board, in the same proportion as stated in Article V, Section 2 of the Agreement. No Party may settle any claim or incur any costs to settle any claim against the Shelter without the consent of the other Parties. If any Party declines to participate in a settlement of a claim, that Party reserves the right to withdraw from this Agreement pursuant to the conditions stated in Section 3 herein.

3. That Article III, Section 3 is hereby amended by changing the beginning of the fiscal year from April 1st of each year to May 1st of each year.

4. That Article III, Section 5 is hereby amended by changing the monthly budget status report to a quarterly budget status report.

III.

That Article IV is hereby amended by adding a new Section 7, which shall read as follows:

7. Under the Agreement, the County was responsible for acquiring, owning and maintaining the Regional Shelter. The Parties now desire to share an undivided ownership interest in the Regional Shelter real property, including the building(s) and all improvements. The undivided interest shall be as follows:

Williamson County	48.96 %
Cedar Park	10.21 %
Hutto	4.88 %

Leander	8.72 %
Round Rock	27.23 %

After the First Amendment is approved, the County shall prepare a Special Warranty Deed conveying the above-described undivided ownership interests to each Party. The conveyance of the undivided ownership interests is specifically conditioned upon approval of each and every Party.

IV.

1. That Article V, Section 3 is hereby amended to change the reimbursements to the Parties for all license fees and animal reclamation fees from a quarterly basis to an annual basis.

2. That Article V is hereby amended by adding a new Sections 6 and 7, which shall read as follows:

> 6. NEW EXPANSIONS: The construction of an expansion of the Regional Animal Shelter is planned (the "Expansion"). Notwithstanding any provision contained herein, each Party shall contribute its pro rata share of the cost of the design and construction of the Expansion (the "Expansion Costs"). The pro rata share of the Expansion Costs shall be determined by the average of the past three (3) fiscal years' ratio of the annual number of animals delivered to the Regional Shelter by each Party, as compared to the total number of animals delivered to the Regional Shelter by all Parties. The Board may not award a design and construction contract for the Expansion until the Expansion Costs have been approved by the governmental entities of all Parties. Once a construction agreement is approved, any increase in the contract price must be approved by each party.
>
> 7. PAYMENT FOR NEW EXPANSIONS. The County shall contract for all design and engineering costs related to any Expansion, subject to reimbursement from the Parties pursuant to this Section 7. As stated in Section 6, above, each Party shall be responsible for a pro-rata share of the Expansion Costs. Fifty (50%) percent of each Parties' pro-rata share of Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that a bid has been awarded for the Expansion. The remaining Fifty (50%) percent of each Parties' pro-rata share of the Expansion Costs related to construction will be due to the County within 30 days after receipt of notice from the County that the Expansion Costs have been paid in full by the County. Any funding remaining after the completion of an Expansion Project shall be proportionately refunded to each Party.

V.

That the agreement is hereby amended by adding a new Article VI, which shall read as follows:

VI. ADMISSION OF NEW PARTIES:

1. This Agreement may be amended to add other municipalities ("New Party") located within Williamson County as Parties, conditioned upon the following and subject to approval of the Board:

    a. The New Party must agree to conform to and abide by all conditions in this Agreement.

    b. Prior to admission, the New Party and the Board shall agree on the New Party's share of capital costs (Equity Buy-in Fee) and M&O Expenses. The New Party will be required to pay the Equity Buy-in Fee as set by the Board at the time the New Party joins this Agreement. M&O Expenses will be reviewed and adjusted annually.

    c. The Equity Buy-in Fee is non-refundable once the New Party first utilizes the Shelter.

    d. New Parties will be responsible for their portion of the shared M & O Expenses and future Expansion Costs, as defined in Article V(2) and V(6), respectively.

    e. A new Party, satisfying all other requirements to join the Shelter, shall appoint a representative as defined in Article II (Board Representation).

    f. If a New Party joins this Agreement, the apportionment of the M & O Expenses and Expansion Costs for the remaining Parties will be reapportioned.

VI.

MISCELLANEOUS

1. The Parties agree that in the event any provision of this First Amendment is held by a court of competent jurisdiction to be in contradiction of any laws of the State of the Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

2. This First Amendment constitutes the entire amendment if the Agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this this First Amendment of the Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this First Amendment.

3. This First Amendment shall be performable in Williamson County, Texas.

4. All other terms and conditions of the Agreement as previously approved by the Parties shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written.

(The rest of this page left intentionally blank)

WILLIAMSON COUNTY
Commissioners Court

ATTEST:

By:_____
DAN GATTIS
County Judge -
Williamson County, Texas

By:_____
NANCY RISTER
County Clerk

CITY OF ROUND ROCK
City Council

ATTEST:

By:_____
ALAN McGRAW
Mayor - Round Rock, Texas

By:_____
SARA WHITE
City Clerk

CITY OF LEANDER
City Council

ATTEST:

By:_____
CHRIS FIELDER
Mayor - Leander, Texas

By:_____
DEBBIE HAILE
City Secretary

CITY OF CEDAR PARK
City Council

ATTEST:

By:_____
MATT POWELL
Mayor - Cedar Park, Texas

By:_____
LEANN QUINN
City Secretary

CITY OF HUTTO
City Council

ATTEST:

By:_____
DOUG GAUL
Mayor - Hutto, Texas

By:_____
SETH GIPSON
City Secretary

Commissioners Court - Regular Session **38.**

Meeting Date: 07/12/2016

Technology Services Overtime

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding request of Technology Services Department to pay non-exempt staff for overtime in the total amount not to exceed $2,000 for work performed during the network upgrade project in the Justice Center between 8/5/2016 - 8/12/2016 in lieu of giving compensatory time.

Background

Currently, when a non-exempt employee in the Technology Services department works overtime, they receive comp-time rather than being paid for the time worked. Because the Network Upgrade project -- specifically in the Justice Center during the week of 8/5/2016 - 8/12/2016 -- will require several non-exempt employees to work, and because we can't afford to have staff out of the office any more than they are already allowed for vacation and sick leave, we would like to be able to pay them for these specific hours worked rather than give them comp-time. We have five employees who would be eligible to work overtime for this project and we don't anticipate any one of them having to work more than 8-10 hours during that week. Maximum overtime cost for this week will be $2,000, which we have available in the budget, although, when we have the exact amount, we will need to do a line item transfer to move the funds appropriately.

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	07/07/2016 11:34 AM
Form Started By: Jay Schade		Started On: 07/06/2016 02:34 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **39.**

Meeting Date: 07/12/2016

Proposal & Contract For Immunization Services for Williamson County Employees and Covered Dependents

Submitted For: Tara Raymore **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the County Judge to execute the Proposal and Contract for Immunization Services authorizing the Williamson County and Cities Health District to provide Influenza Vaccines to Williamson County Employees and covered Dependents.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Proposal & Contract for Immunization Services provided by WCCHD

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Shelley Loughrey		Started On: 07/06/2016 11:18 AM
Final Approval Date: 07/06/2016		

WCCHD Board of Health:

Ehab Kawar, Hutto- Chair
Ed Strout, Cedar Park
Mary Faith Sterk, Georgetown
Dr. Luis Egelsee, Leander/Liberty Hill
Selicia Sanchez-Adame, Round Rock
Pamela Sanford, Taylor- Secretary
Larry Madsen, Williamson County- Vice Chair
Vacant, Williamson County

John H. Teel, MS, RS, WCCHD Executive Director

PROPOSAL & CONTRACT FOR IMMUNIZATION SERVICES

Date: April 19, 2016
To: Shelley Loughrey,
From: John Teel, Executive Director
Subject: Proposal & Contract to Provide Influenza Vaccines to Williamson County Employees and Covered Dependents

I. Scope of Services

The Williamson County and Cities Health District ("the Health District") will provide a comprehensive influenza education and vaccination campaign for the Williamson County government ("Wilco"). This education and vaccination campaign will consist of the following elements:

A. Marketing and awareness outreach to all Wilco employees, in a manner and using techniques authorized by Wilco HR. The marketing outreach efforts will commence in August, and continue until the final date of the vaccination effort.

B. Administration of influenza vaccine to Wilco employees and to their covered dependents, using the schedule, location, and methods described in Section II.

C. Creation and submission of detailed report to Wilco HR no later than 10-31-2016.

II. Description of Influenza Vaccination Project

The Health District's vaccination program will be designed to maximize convenience for Wilco employees and their covered dependents. Employees over age 65 will receive the "High Dose" vaccine, which contains triple the amount of flu antigens. After the official "start date", Wilco employees and their covered dependents may make appointments at any of the four Public Health Centers (PHC's) in Georgetown, Taylor, Round Rock, and Cedar Park and receive flu vaccine Monday through Friday from 8:00 am to 5:00 pm. Additionally, Wilco employees and their covered dependents may make an evening appointment until 6:30 pm at the specific PHC open during one evening per week. To maximize convenience and minimize time away from a duty station, the Health District will provide work site flu vaccinations as described below:

Date	Time	Location
First September Date	8:00 – 10:30	Sheriff's Office – Patrol Conference Room; 508 S. Rock, Georgetown
First September Date	11:30 – 1:30	Juvenile Justice Center – Courtroom; 200 Wilco Way, Georgetown
First September Date	3:00 – 5:00	Sheriff's Office – Patrol Conference Room, 508 S. Rock, Georgetown
Second September Date	9:00 – 11:00	JP2 – Downstairs Conference Room, 350 Discovery Blvd, Cedar Park
Second September Date	12:30 – 2:30	JP4 Courtroom; 211 W. 6th Street, Taylor, TX 76574
Third September Date	8:00 – 10:30	Road & Bridge, Large Training Room, 3151 SE Inner Loop, Georgetown
Third September Date	11:30 – 1:30	Commissioners Courtroom, 710 Main Street, Georgetown
Third September Date	2:30 – 4:30	Justice Center Impaneling Room, 405 MLK, Georgetown (basement level)
Fourth September Date	9:00 – 11:00	HR Training Room, 301 SE Inner Loop, Georgetown
Fourth September Date	Noon – 2:00	Jester Annex Conference Room B, 1801 E. Old Settlers Blvd, Round Rock
First October Date – Wilco HR Employee Health Fair	Coincides with hours of the Health Fair	Georgetown

III. Project Fee Structure

The Health District will create a detailed report for all services in a manner prescribed by Wilco HR. The report will provide Wilco HR with:

A. The name of the person vaccinated
B. The date of the vaccination

Williamson County will not be charged for the cost of influenza vaccine. These costs will be paid from incentive payments related to our Clinical Services DSRIP project. In addition, the standard nurse administration fee for vaccines ($10 dose) will be waived, due to the fact that the Commissioners Court provides $2,350,000 annually to pay its share of the operating costs of the Health District.

An estimate of total Influenza Vaccination Project costs for Wilco HR for the 2016 Flu Shot Campaign is as follows:

Assumptions:

- The number of Wilco employees and covered dependents who choose to receive a vaccination, based on type is similar to:
  Standard adult quadrivalent vaccine = 600
  High dose vaccine (65 and over) = 30

Vaccine Type	Number Given	Unit Flu Dose Cost	Supplies Fee	Total Cost billed to Wilco HR
Standard Adult Dose	600	$16	$4	No Charge
Adult High Dose	30	$36.50	$4	No Charge

If 630 doses of influenza vaccine are provided as described, the total cost incurred by WCCHD will approximate $13,215. The amount invoiced by WCCHD to Wilco HR will be $0.00.

IV. Miscellaneous

No Assignment: Health District may not assign this contract.

Compliance with All Laws: Health District agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

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.

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 termination paragraph above.

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.

WITNESS the signatures of all parties in duplicate originals this the _____day of _____, 2016.

WILLIAMSON COUNTY:

_____
Authorized Signature

SERVICE PROVIDER:

_____
Authorized Signature

Commissioners Court - Regular Session **40.**

Meeting Date: 07/12/2016

Employee Policy Manual

Submitted By: Tara Raymore, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the revised Employee Policy Manual.

Background

The Employee Policy Manual has been re-designed, reviewed and updated.

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	07/06/2016 03:09 PM
Form Started By: Tara Raymore		Started On: 07/05/2016 09:36 PM
Final Approval Date: 07/06/2016		

Commissioners Court - Regular Session **41.**

Meeting Date: 07/12/2016

Public Services Funding Agreements

Submitted For: Ashlie Koenig **Submitted By:** Jennifer Templeton, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving public services funding agreements for FY'17.

Background

The agreements are attached for your review. Funding is the same as the FY'16 and approved through the budget adoption process for FY'17.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WBCO RENT
WBCO Sr Nutrition
CARTS
BB MHMR
BB Adult & Juv Offender Program
Child Advocacy Center
Hope Alliance
CASA
Contract Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Jennifer Templeton		Started On: 07/06/2016 08:41 AM
Final Approval Date: 07/06/2016		

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $34,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public service source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides emergency assistance; a headstart program; case managed aid to transition individuals out of poverty; a new adult education program for job skills; and a rapid re-housing program. The Funds shall be used to defray the operating costs of the Agency's central office, which is located in Georgetown, Williamson County, Texas.

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Diana Phillips

Printed Name: Diana Phillips

Title: Executive Director

Address:
604 High Tech Dr.
Georgetown Tx 78626

Attn: Executive Director

Telephone: 512-763-1400 x 19

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and the Williamson-Burnet County Opportunities, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $30,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson-Burnet County Opportunities, Inc.

By: Diana Phillips

Printed Name: Diana Phillips

Title: Executive Director

Address:
604 High Tech Dr.
Georgetown Tx 78626

Attn:
Executive Director

Telephone: 512-763-1460 x19

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency shall works to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County. The Funds shall be used in support of the Agency's Senior Nutrition Program.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Capital Area Rural Transportation System (CARTS) ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social assistance programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $10,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

A. County's Right to Audit. The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

B. Agency Reports and Independent Audit Report. Provide the County with bi-annual reports which include progress meeting service objectives, the total number of persons and agencies directly served, and the number of County citizens served. Provide to the County a copy of the organization's annual independent auditor's report based upon the organization's fiscal year.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public assistance source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Capital Area Rural Transportation System

By:_____

Printed Name: David L. Marsh

Title: General Manager

Address:

2010 E 6th Street

Austin, Texas 78602

Dave@ridecarts.com

512 505-5678

County:

Williamson County, Texas

By: _____

_____

Printed Name: _____

Title:_____

_____

Address:
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Williamson County Judge
Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

A. General public transportation services for the citizens of Williamson County with emphasis on the elderly and handicapped. Destinations will include but will not be limited to, medical facilities, grocery stores and other merchants, post office, doctors, etc.
B. Coordinate as appropriate with the County and other community service providers in the provision of services to County residents.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $63,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center d/b/a Bluebonnet Trails
Community Services

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

Title:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances. The Funds shall be used to assist in case management, skills training and medication for adult persons with mental health needs.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Bluebonnet Trails Community MHMR Center ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $22,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Bluebonnet Trails Community
MHMR Center d/b/a Bluebonnet Trails
Community Services

By:_____

Printed Name: Andrea Richardson

Title: Executive Director

Address:
1009 N. Georgetown Street
Round Rock, Texas 78664

Telephone: 512-244-8305

COUNTY:

Williamson County, Texas

By: _____

Printed Name:_____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides services to special needs offenders, which include service coordination/case management for adults and continuity of care, jail diversion, and wrap around services for juveniles. The Funds shall be used to provide public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances who are participating in the Texas Correctional Office on Offenders with Medical Mental Impairments.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Williamson County Children's Advocacy Center, Inc. ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with

the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $50,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the

sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party

may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Williamson County Children's
Advocacy Center, Inc.

By: Monica Benoit Beatty

Printed Name: Monica Benoit Beatty

Title: Executive Director

Address:
1811 SE Inner Loop
Georgetown, TX 78626

Attn:
Monica Benoit-Beatty

Telephone: 512-943-3701

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency provides needed assistance to abused children and non-offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases in an attempt to minimize trauma and reduce re-victimization to child victims of abuse. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs of the forensic department, counseling department, medical department, community awareness/training, and volunteer program).

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and Hope Alliance ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $67,500.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income.

All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

Hope Alliance

By: P Conner LCSW

Printed Name: Patty Conner

Title: CEO

Address:
1014 Gattis School Rd. #106
Round Rock, Tx. 78664

Attn: P. Conner

Telephone: (512) 255-1212

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

The Agency manages the Williamson County Crisis Center, which is the only shelter in Williamson County for women and children victims of family violence. The Agency provides on-call accompaniment to the hospitals for rape victims who are taking forensic exams. The Funds shall be deposited into the Agency's general operating fund for salaries for advocates and counselors. Any remaining balance may be applied towards mileage and shelter expenses.

PUBLIC SERVICES FUNDING AGREEMENT

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

The parties to this Public Services Funding Agreement ("Agreement") are Williamson County ("County") and CASA[1] of Williamson County ("Agency").

RECITALS

WHEREAS, the County has budgeted and allocated funds (the "Funds") for public purposes such as social services programs and programs that promote the health, safety and welfare of the citizens of Williamson County, Texas;

WHEREAS, the Agency provides the type of public purpose services for which the Funds were budgeted and allocated;

WHEREAS, Agency volunteers are appointed by both District Courts and the County Courts at Law of Williamson County to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home in cases pending before the courts;

WHEREAS, Article III, Section 52 of the Texas Constitution precludes political subdivisions from making unconditional gifts or donations to private entities if said gifts or donations lack sufficient controls to ensure that an authorized public purpose is achieved;

WHEREAS, the County has determined that the Agency's activities and the services provided by the Agency constitute an authorized public purpose;

WHEREAS, the County has determined that, in order to comply with Article III, Section 52 of the Texas Constitution, certain standards must be imposed on the Funds to ensure they are expended on an authorized public purpose; and

WHEREAS, the Agency has agreed to accept the Funds, all on and subject to the terms herein set forth.

---

[1] Aka, "Court Appointed Special Advocates"

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the County and the Agency hereby agree as follows:

ARTICLE I
BASIC SCOPE OF AGREEMENT

A. The county shall tender the Funds to the Agency subject to the terms of this Agreement.

B. Agency accepts the Funds, all on and subject to the terms herein set forth, and the Agency shall manage and expend the Funds on the public purpose services described in Exhibit "A" ("Services").

ARTICLE II
FUNDING STANDARDS

The following Funding Standards are hereby approved and imposed upon the Funds (the "Funding Standards"):

A. Use of Funds. The Agency shall expend and apply the Funds only on the Services. During the term of this Agreement (as defined below), the County shall retain the sole discretion as to determining whether or not a particular expenditure of the Funds complies with the Funding Standards.

B. Documentation of Expenditures. The Agency shall track and document the expenditure of the Funds in order to substantiate that the Funds were, in fact, expended only on the Services.

C. Unauthorized Expenditure of Funds. If, at any time during the term of this Agreement, the Agency expends any portion of the Funds for a purpose that is inconsistent with these Funding Standards (hereinafter referred to as an "Unauthorized Expenditure"), the Agency shall immediately reimburse the County for the entire amount of the Unauthorized Expenditure.

D. Discontinuance of Services. In the event the Agency ceases or otherwise discontinues providing the Services during the term of this Agreement or if this Agreement is otherwise terminated prior to the expiration of the term of this Agreement, the portion of any unexpended Funds shall be immediately returned to the County.

E. Reports. Agency shall provide to the Williamson County Commissioners Court bi-annual reports in a form agreed upon by County and Agency to inform the County

regarding Agency operations and the number of cases being handled for the benefit of Williamson County. Such reporting shall occur on or as close as possible to October 15th and May 15th of the fiscal year in order to assist the Commissioners Court with budgetary planning for possible future funding, although funding shall be revisited on a year-to-year basis to ensure service standards and fiscal responsibility.

ARTICLE III
TERM OF AGREEMENT

Except as otherwise set forth herein, this Agreement shall commence on October 1, 2016 and shall terminate one year later on September 30, 2017. It is hereby acknowledged and agreed that the Agency shall expend the Funds in accordance with the terms and conditions of this agreement within one (1) year from the aforementioned commencement date.

ARTICLE IV
TERMINATION

If the Agency fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Agency violates any of the terms, agreements or stipulations of this Agreement, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Agency of such termination, specifying the default or defaults, and stating that this Agreement shall be terminated 30 days after the giving of such notice unless such default or defaults are remedied within such cure period. In the event of such termination, the Agency shall promptly repay to the County the full amount of the Funds.

ARTICLE V
AMOUNT OF THE FUNDS

The County shall tender and the Agent hereby agrees to accept the Funds in the amount of $20,000.00 for performance of the public purpose described in the attached Exhibit "A".

ARTICLE VI
COUNTY'S RIGHT TO AUDIT

The Agency agrees that County or its duly authorized representatives shall, until the expiration of one (1) year after the term or termination of this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Agency which are directly pertinent to the Services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and

transcriptions. The Agency agrees that County shall have access during normal working hours to all necessary Agency facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give the Agency reasonable advance notice of intended audits.

ARTICLE VII
GENERAL TERMS AND CONDITIONS

A. Non-Discrimination. No person shall be excluded from or denied the benefits of Agency's Services on the basis of age, race, color, religion, creed, national origin, gender identity, sex, marital status, disability, sexual orientation or, with respect to the sale, lease, rental, use or occupancy of real property or housing accommodations, the presence or absence of dependents, familial status or public services source of income. All current and prospective beneficiaries of the Services must, however, be persons in need of the programs provided by the Agency.

B. Equal Employment Opportunity. The Agency certifies that it is an "Equal Opportunity Employer" and that it will comply with the Texas Human Rights Commission Act, and all applicable laws and regulations pertaining to equal opportunity in employment.

C. Interest of County Officials. No member of the governing body of the County, no officer, employee, official or agent of the County, or other local public official who exercises any functions or responsibilities in connection with the review, approval or carrying out of the Services to which this Agreement pertains, shall have any private interest, direct or indirect, in this Agreement.

D. Conflict of Interest. The Agency covenants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services to be undertaken through this Agreement. The Agency further covenants that in the performance of this Agreement, no person having such an interest shall be employed by the Agency.

E. Assignment; Successors and Assigns. The Agency shall not assign or transfer any interest in this Agreement without the prior written approval of the County. Any assignment made without such consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

F. Force Majeure. The County may, in its sole discretion, grant relief from the performance of this Agreement if the Agency is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Agency. The burden of proof for the need of such relief shall rest upon the Agency. To obtain a release based on force majeure, the Agency shall file a written request with the County.

G. 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.

H. Illegality. If the purpose of this Agreement or if the performance of any of the terms of this Agreement is found, by a court of competent jurisdiction, to be illegal, either party may immediately terminate this Agreement. In that event, the Agency shall refund all of the Funds that were tendered by the County to the Agency prior to such finding.

I. **INDEMNIFICATION OF COUNTY. THE AGENCY SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE AGENCY OR ANY OF ITS EMPLOYEES AND ITS AGENTS, AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES.**

J. Venue and Governing Law. Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, 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.

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

L. Compliance with Laws. Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations.

M. Incorporation of Exhibits. All of the Exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein.

N. 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.

O. 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.

P. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to 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.

Q. No Waiver. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.

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

EXECUTED as of _____, 20___.

Agency:

Name of Agency:

CASA of Williamson County

By: Alisa De Luna

Printed Name: Alisa De Luna

Title: Executive Director

Address:
805 W. University Ave, Stell
Georgetown, TX 78626

Attn: Executive Director

Telephone: 512-868-2822

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Title: _____

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

Telephone: (512) 943-1550

Exhibit "A"

The Agency shall manage and expend the Funds on the following described public purpose services:

Court Appointed Special Advocates (CASA) of Williamson County, TX, is to provide trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home. The Agency also provides needed assistance to children and family members, and the professionals dedicated to minimize trauma and reduce re-victimization to child victims of abuse and neglect. The Funds shall be used to defray the general operating costs associated with the provision of the above-described services and services (includes the general operating costs, community awareness/training, and volunteer program).

CONTRACTS

DEPT 640 Public Assistance

	2011 Funding	2012 Funding	2013 Funding	2014 Funding	2015 Funding	2016 Funding	DRAFT 2017 Funding	Funds utilized to…	Services Provided	Metrics of services provided	Contract Length
Rural Fire Protection		$ 457,096.00	$ 501,327.00	$ 537,394.00	$ 569,461.00	$ 488,747	$ 500,361	ESO Payments		Georgetown ESO payments reduced due to the changes made by the city.	Renews year to year
Rent-Wmson-Burnet County Opp	$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000	$ 34,000	Defray operating costs of the central office	Provide emergency asst., headstart, case managed aid to transition out of poverty, new adult education program for job skills, rapid re-housing program	During 2015 the Head Start program provided educational, hygiene, health and social services to over 600 low-income infants, preschoolers, and toddlers from Williamson County.Programs including wellness, healthy nutrition, school readiness and others were offered and participated in by many families of enrolled children as well. Historically Reported: Williamson County only... 800 disadvantaged children were enrolled in headstart; 3,679 people received financial assistance; 152 families live in the low cost WBCOCedar Ridge Apartments in Leander	Renews year to year on October 1, unless one or both parties terminate
Senior Nutrition, Wmson-Burnet	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	Support the senior nutrition program	Identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County	Through the Meals on Wheels/Senior Nutrition program over 118,000 meals were served to needy seniors in Williamson County in 2015. Visits by caring volunteers provided well checks and much needed socialization. Surveys completed by clients indicated that an overwhelming majority were eating better, healthier and felt safer due to the services provided by the Opportunities Meals on Wheels Program. In 2015, the Community Services program assisted 2,149 clients in Williamson County with utility assistance, case management, and emergency shelter, with 701 low-income families receiving services assisting them towards their goals of independence. The Cedar Ridge apartment complex in Leander provided affordable housing to over 400 individuals in 2015.	Renews year to year on October 1, unless one or both parties terminate
Capital Area Rural Transportation System (CARTS)					$ 10,000	$ 10,000	$ 10,000	CARTS provides General Public Transportation services to the non-urbanized areas within Williamson and other counties. Services for Williamson County include reservation based curb to curb services as well as scheduled connections with	Provide general low cost public transportation services to the citizens of Williamson County with emphasis on the elderly and handicapped	In FY2015, a total of 7,345 General Public passenger trips were provided in the non-urbanized portions of Williamson County; Historical the program reported: Round Rock area-14,071 local trips and 21,946 total trips; Georgetown area- 7,017 local trips and 10,331 total trips; Taylor area- 5,437 local trips and 11,844 total trips	Thirty days written notice required to terminate, no auto renewal
MHMR	$ 63,000	$ 63,000	$ 63,000	$ 63,000	$ 63,000	$ 63,000	$ 63,000	Provide public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances	Case management, skills training, and medication services, for adult persons with mental health needs	FY2015 295 persons served; 79% remained compliant w/ treatment; 75% remained in outpatient care; 80% had no involvement w/ law enforcement. Historically reported: Unduplicated numbers served FY08-2,681, FY09-2,875,Current FY10-2,144	Renewal October 1st, termination requires at least ninety days notice before contract auto-renews for another 3 years
West Wilco Mental Retardation(broken down into the two services below)								see two entries below	see two entries below	see two entries below	see two entries below
Early Childhood Intervention								Funds are designated to support more service hours to address special needs, services supported are developmental therapy, physical therapy, speech therapy, occupational therapy, nutrition services, and family counseling	Providing public behavioral and developmental healthcare services to children between the ages of 0-3 years and their families to overcome developmental delays caused by prematurity, prenatel exposure to drugs and alcohol, abuse and neglect, and autism	Historically reported: FY09- Avg. Monthly referrels-88, Avg. monthly enrollment- 392, Unduplicated # of children 1,003 March 2010 # of referrrels 111, number of enrolled children 456	October 1, 2008 through September 30 ,2011, termination requires at least ninety days notice before contract auto-renews for another three years. Ended funding in FY 11.

CONTRACTS

	2011 Funding	2012 Funding	2013 Funding	2014 Funding	2015 Funding	2016 Funding	DRAFT 2017 Funding	Funds utilized to…	Services Provided	Metrics of services provided	Contract Length
Adult and Juvenile Offender Program Supporting Services under the Texas Correctional Office on Offender with Medical or Mental Impairments	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	$ 22,000	Providing public mental health services to adult and juvenile special needs offenders with serious and persistent mental illness and/or serious emotional disturbances, participating in the Texas Correctional Office on Offenders with Medical Mental Impairments	The services provided to the special needs offenders include service coordination/case management for adults; continuity of care , jail diversion, and wrap around services for juveniles	FY2015 240 Number persons served: 82% remained compliant w/ treatment, 87% remained in the community and did not recycle back into the criminial justice system w/ last 3 yrs;	October 1, 2008 through September 30 ,2011, termination requires at least ninety days notice before contract auto-renews for another three years
Child Advocacy Center	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	general operating costs (includes forensic department, counseling department, medical department, community awareness/training, and volunteer program)	Provide needed assistance to abused children and non offending family members, and the professionals dedicated to the intervention, investigation, prosecution, and treatment options related to child abuse cases, to minimize trauma,and reduce revictimization to child victims of abuse	Interviews with children: 2007-634, 2008-650, 2009-743	At County's option this agreement may be renewed for additional terms of one year each, terminated by either party with at least 60 days notice
Williamson County Crisis Center (Hope Alliance)	$ 67,500	$ 67,500	$ 67,500	$ 67,500	$ 67,500	$ 67,500	$ 67,500	Funding goes into general operating fund for salaries for volunteer director, counselor, and client services coordinator-remaining balance pays for monthly utility bills at the shelter	Manage only shelter in the County for women and children, provide on call accompaniment to the hospitals for rape victims forensic exams	In FY2015: 3600 men, women& children will be provided services, 20% more than in 2014; 375 individuals will be provided 6,900 nights of safety; 400 adults and children will participate in counseling; 3100 hotline callers will recieved crisis intervention, 700 survivors will receive legal advocacy assistance; 89% shelter clients will avoid homelessness; 92% of adults will report being better equipped to avoide re-victimization; Historically reported:2009-about 3,500 Williamson County residents were served, average 5 women per week for forensic exams in rape cases	Renews year to year on November 11 unless one or both parties desires to terminate
TOTAL:	**$266,500**	**$723,596**	**$767,827**	**$803,894**	**$845,961**	**$765,247**	**$776,861**				

OTHER

	2011 Funding	2012 Funding	2013 Funding	2014 Funding	2015 Funding	2016 Funding	DRAFT 2017 Funding	Funds utilized to…	Services Provided	Metrics of services provided	Contract Length
Court Appointed Special Advocates (CASA) of Williamson County						$ 20,000	$ 20,000	Funds shall be used to defray the general operating costs associated with the provision of the services (includes the general operating costs, community awareness/training, and volunteer program).	Court Appointed Special Advocates of Williamson County to provided trained, court-appointed volunteers to advocate in the best interest of abused and neglected children on their journey to a safe, permanent home.	This year, served 193 children with 106 volunteers. 240 children went without CASA volunteer.	Renews year to year, unless one or both parties desires to terminate
						$ 20,000	$ 20,000				

Commissioners Court - Regular Session **42.**

Meeting Date: 07/12/2016

FEMA Project Number PA-06-TX-4223-PW01971 Project Title: WIL027C Damaged Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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: WIL027C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01971 Project Title: WIL027C 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

WIL027C-PW01971 Subgrant Award Letter

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Cynthia Hood		Started On: 07/01/2016 10:59 AM
Final Approval Date: 07/06/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

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DEPUTY DIRECTORS

COMMISSION
A. CYNTHIA LEON, CHAIR
MANNY FLORES
FAITH JOHNSON
STEVEN P. MACH
RANDY WATSON

June 29, 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-PW01971
Project Title: WIL027C Damaged 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-PW01971						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	6/22/2016	$3,976.45	75%	$2,982.34	25%	$994.11

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 **43.**

Meeting Date: 07/12/2016

FEMA Project Number PA-06-TX-4223-PW01950 Project Title: WIL028C Damaged Roads

Submitted For: Jarred Thomas **Submitted By:** Cynthia Hood, Emergency Managemer

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: WIL028C Damage Roads

Background

Catalog of Federal Domestic Assistance (CFDA) number: 97.036 FEMA Project Number PA-06-TX-4223-PW01950 Project Title: WIL028C 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

WIL028C-PW01950 Subgrant Award Letter

Terms and Conditions

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Cynthia Hood		Started On: 07/01/2016 11:06 AM
Final Approval Date: 07/06/2016		

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD. - BOX 4087 - AUSTIN, TEXAS 78773-0220
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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

June 29, 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-PW01950
Project Title: WIL028C Road Damage
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-PW01950						
Version / Amendment	**Date**	**Total Subgrant Amount**	**Federal Cost Share Percentage**	**Federal Cost Share Amount**	**Local Cost Share Percentage**	**Local Cost Share Amount**
0	6/22/2016	$6,220.82	75%	$4,665.62	25%	$1,555.20

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 **44.**

Meeting Date: 07/12/2016

Dickie Atty Fees

Submitted For: Dan Gattis **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider approval and take appropriate action regarding reimbursement of attorney's fees and costs incurred and paid through November 16, 2015 by County Judge Gattis to Martha Dickie of Almanza, Blackburrn & Dickie, LLP in defense of County Judge Gattis in his individual capacity in the suit Lloyd v. Birkman et al, Civil Action No. 1:13-cv-505, In The United States District Court For the Western District of Texas – Austin Division.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Payment Invoice Summary

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:10 PM
Form Started By: Hal Hawes		Started On: 07/05/2016 02:38 PM
Final Approval Date: 07/06/2016		

Invoices of Almanza, Blackburn & Dickie, LLP

(Services Rendered From May 30, 2013 to November 16, 2015)

1. July 8, 2014 Invoice:

   May 30, 2013 to March 31, 2014: $6,504.45

2. September 5, 2014 Invoice:

   July 9, 2014 to August 30, 2014: $6,852.36

3. October 6, 2014 Invoice:

   September 3, 2014 to September 30, 2014: $6,344.20

4. November 4, 2014 Invoice:

   October 15, 2014 to October 31, 2014: $1,172.50

5. January 7, 2015 Invoice:

   November 3, 2014 to November 30, 2014: $9,607.97

6. February 20, 2015 Invoice:

   December 9, 2014 to January 30, 2015: $9,393.75

7. May 4, 2015 Invoice:

   February 12, 2015 to March 2, 2015: $ 195.00

8. September 8, 2015 Invoice:

   July 30, 2015 to September 8, 2015: $1,467.50

9. November 4, 2015 Invoice:

   September 9, 2015 to November 3, 2015: $4,579.60

10. December 7, 2015 Invoice:

    November 4, 2015 to November 17, 2015: $3,626.99*

    *At its December 15, 2015 session, the Commissioners Court approved an engagement letter with Almanza, Blackburn & Dickie, LLP and approved payment for services after November 17, 2015 but not before said date. The December 7, 2015 Invoice contained a billing entry for $50.00 on November 20, 2015. This billing entry was later billed under the January 8 2016 Invoice and was paid in February of 2016 since it occurred after the date of November 17, 2015. The December 7, 2015 Invoice also contains a billing entry for $71.99 - Westlaw Research Expense on November 30, 2015. This expense was actually incurred as a part of services rendered on November 9, 2015. Since it occurred prior to the November 17, 2015, it was not billed or paid by Williamson County. This amount of $71.99 is included in the above amount of $3,626.99.

Total Amount Previously Personally Paid by Judge Dan A. Gattis (November 12, 2014):	**$20,000.00**
Total Amount Outstanding:	**$29,744.32**
Total Amount of Invoices Requested for Payment and Reimbursement (November 20, 2015 billing of $50.00 not included):	**$49,744.32**

50. **Discuss, consider and take appropriate action regarding the engagement of Martha Dickie of the law firm of Martha Dickie of Almanza, Blackburrn & Dickie, LLP to represent County Judge Dan Gattis in relation to Civil Action No. . 1:13-cv-505, Lloyd v. Birkman et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).**

This item was moved to Executive Session where no action was taken. After reconvening from Executive Session, the Court took action on this item.

Motion by: Commissioner Precinct 2 Cynthia Long
Second by: Commissioner Precinct 3 Valerie Covey
Motion: To approve the engagement of Martha Dickie of the law firm of Martha Dickie of Almanza, Blackburrn & Dickie, LLP, effective November 17, 2015, to represent County Judge Dan Gattis in relation to Civil Action No. 1:13-cv-505, Lloyd v. Birkman et al.; In the United States District Court for the Western District of Texas, Austin Division; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services as set forth under Texas Local Government Code § 262.024(a)(4).

Aye: Commissioner Precinct 1 Lisa Birkman
Commissioner Precinct 2 Cynthia Long
Commissioner Precinct 3 Valerie Covey
Commissioner Precinct 4 Ron Morrison

Other: County Judge Dan A. Gattis (Absent from the Dais)

Commissioners Court - Regular Session **45.**

Meeting Date: 07/12/2016

Budget Discussions

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss 2016/2017 Budget.

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	07/07/2016 11:34 AM
Form Started By: Kathy Pierce		Started On: 07/06/2016 03:44 PM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **46.**

Meeting Date: 07/12/2016

capital

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on FY17 capital needs.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Rebecca Clemons		Started On: 07/06/2016 03:06 PM
Final Approval Date: 07/06/2016		

Commissioners Court - Regular Session **47.**

Meeting Date: 07/12/2016

Approval to advertise for Printing Services IFB

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for IFB # 1606-099, Printing Services for Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	06/28/2016 12:03 PM
County Judge Exec Asst.	Wendy Coco	06/29/2016 08:16 AM
Form Started By: Thomas Skiles		Started On: 06/24/2016 02:30 PM
Final Approval Date: 06/29/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Printing Services For Williamson County

BIDS MUST BE RECEIVED ON OR BEFORE:
Jul 28, 2016 3:00:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Jul 28, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Bids 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 bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Bidders 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 IFB.

Bidders are strongly encouraged to carefully read this entire IFB.

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 and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be 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 Bidder'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 IFB 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 1606-099
Printing Services For Williamson County

Bid Number	**1606-099**
Bid Title	**Printing Services For Williamson County**
Bid Start Date	**In Held**
Bid End Date	**Jul 28, 2016 3:00:00 PM CDT**
Question & Answer End Date	**Jul 27, 2016 5:00:00 PM CDT**
Bid Contact	**Blake Skiles** **Purchasing Specialist lll** **512-943-1478** **blake.skiles@wilco.org**
Contract Duration	**1 year**
Contract Renewal	**2 annual renewals**
Prices Good for	**1 year**
Pre-Bid Conference	**Jul 21, 2016 3:00:00 PM CDT** **Attendance is optional** **Location: Purchasing Department** **901 South Austin Ave.** **Georgetown, TX 78626**

Bid Comments

WILLIAMSON COUNTY IS REQUESTING BIDS FOR A FIRM FIXED PRICE ANNUAL CONTRACT FOR THE PURCHASE OF PRINTED MATERIALS.

This contract will be effective for twelve (12) months beginning on August 10th, 2016 and ending on August 9th, 2017.

The County reserves the option to extend this contract for up to two (2) additional twelve (12) month terms upon agreement with the vendor.

Vendor(s) must receive a purchase order before accepting an order for services or supplies. Any invoices received without a purchase order will be subject to rejection of payment.

Purchase Order(s) from the Purchasing Department, accompanied by a sample(s) of the item(s), will be issued.

Specification may reference name brands and model numbers. It is not the intent of Williamson County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them; Williamson County shall act as sole judge in determining equality and acceptability of item offered.

All deliveries are to be made F.O.B. to Williamson County (various buildings, inside delivery), during regular working days, Monday through Friday, and during regular working hours 8:00 a.m. through 12:00 noon or 1:00 p.m. through 5:00 p.m., unless otherwise requested.

The attached price sheet provides examples of the printing, expected to be needed, during this contract. The county reserves the right to add to this list at any time during the contract and to alter quantities to suit the needs of the using departments.

Over-runs in excess of 10% of the original order will not be accepted. Respondent must clearly state any over-run charges in the section provided on the attached price sheet.

Definitions of terms used throughout the bid are as follows:

Letter – 8.5" x 11", **Legal – 8.5" x 14"**, **½ Letter – 8.5" x 5.5"**, **¼ Letter – 4.25" x 5.5"**
2 Part NCR – White / Canary, 3 Part NCR – White / Canary / Pink

Proofs must be provided to the end user after the order is placed and approved by the end user before the order is ran. Respondent must clearly state any proof charges in the section provided on the attached price sheet.

Typeset charges, setup charges, shipping charges, and any other charges not specified must be clearly stated in the section provided on the attached price sheet.

Item Response Form

Item	**1606-099--01-01 - Please Attach All Documents To This Line**
Quantity	**1 each**

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**
No Location Specified

Qty 1

Description
Please Attach All Documents To This Line

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 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 amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders 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 Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must 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.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 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.

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Bids and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.
General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 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.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.
To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 goods and/or services covered in this IFB, 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.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to 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 that can be determined thru references provided
d) have a satisfactory record of performance with Williamson County; and e) 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.

2.12 Firm Pricing

For unit price items, 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. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the
Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing 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 IFB, the Contract or any ensuing 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 IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, 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 Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

3.2.38 Payment

Williamson 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 Williamson 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 Williamson 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 Williamson 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, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson 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 Williamson 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:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) 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: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.
If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement ***before*** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

SPECIFICATIONS

WILLIAMSON COUNTY IS REQUESTING BIDS FOR A FIRM FIXED PRICE ANNUAL CONTRACT FOR THE PURCHASE OF PRINTED MATERIALS.

This contract will be effective for twelve (12) months beginning on August 10th, 2016 and ending on August 9th, 2017.

The County reserves the option to extend this contract for up to two (2) additional twelve (12) month terms upon agreement with the vendor.

Vendor(s) must receive a purchase order before accepting an order for services or supplies. Any invoices received without a purchase order will be subject to rejection of payment.

Purchase Order(s) from the Purchasing Department, accompanied by a sample(s) of the item(s), will be issued.

Specification may reference name brands and model numbers. It is not the intent of Williamson County to limit or restrict bids but to establish the desired quality level of merchandise. Bidders may offer comparable items and the burden of proof rests with them; Williamson County shall act as sole judge in determining equality and acceptability of item offered.

All deliveries are to be made F.O.B. to Williamson County (various buildings, inside delivery), during regular working days, Monday through Friday, and during regular working hours 8:00 a.m. through 12:00 noon or 1:00 p.m. through 5:00 p.m., unless otherwise requested.

The attached price sheet provides examples of the printing, expected to be needed, during this contract. The county reserves the right to add to this list at any time during the contract and to alter quantities to suit the needs of the using departments.

Over-runs in excess of 10% of the original order will not be accepted. Respondent must clearly state any over-run charges in the section provided on the attached price sheet.

Definitions of terms used throughout the bid are as follows:
Letter – 8.5” x 11”, Legal – 8.5” x 14”, ½ Letter – 8.5” x 5.5”, ¼ Letter – 4.25” x 5.5”
2 Part NCR – White / Canary, 3 Part NCR – White / Canary / Pink

Proofs must be provided to the end user after the order is placed and approved by the end user before the order is ran. Respondent must clearly state any proof charges in the section provided on the attached price sheet.

Typeset charges, setup charges, shipping charges, and any other charges not specified must be clearly stated in the section provided on the attached price sheet.

ENVELOPES *Plain Bond Paper, 20lb White*	**500**	**1,000**	**2,500**	**5,000**
#10 Regular, Printed Return Address				
One Color				
Two Color				
#10 Self-Seal, Printed Return Address				
One Color				
Two Color				
#10 Security Tint, Printed Return Address				
One Color				
Two Color				
#10 Window, Printed Return Address				
One Color				
Two Color				
#10 Window / Secuirty Tint, Printed Return Address				
One Color				
Two Color				
#10 Window / Self-Seal / Security Tint, Printed Return Address				
One Color				
Two Color				
#9 Regular, Printed Return Address				
One Color				
Two Color				
#9 Window, Printed Return Address				
One Color				
Two Color				

ENVELOPES 25% COTTON *25% Cotton Paper (e.g. Gilbert), 20lb White*	**500**	**1,000**	**2,500**
#10 Regular, Printed Return Address			
One Color			
Two Color			

LETTERHEAD *Plain Bond Paper, 24lb White, Letter Size*	**500**	**1,000**
One Color, Black Ink, w/ Seal or Logo		
Two Color, w/ Seal or Logo		
Three Color, w/ Seal or Logo		
Four Color, w/ Seal or Logo		

LETTERHEAD 25% COTTON *25% Cotton Paper (e.g. Gilbert), 24lb White*	**500**	**1,000**
One Color, Black Ink, w/ Seal or Logo		
Two Color, w/ Seal or Logo		
Three Color, w/ Seal or Logo		
Four Color, w/ Seal or Logo		

BUSINESS CARDS *Standard Smooth Card, Plain Stock, 7 Lines*	**250**	**500**	**1,000**	**2,500**
One Color				
Two Color				
Three Color				
Four Color				
Screened Background				
Additional Lines, Extra Per Line				

BUSINESS CARDS *Standard Smooth Card, Linen Stock, 7 Lines*	**250**	**500**	**1,000**	**2,500**
One Color				
Two Color				
Three Color				
Four Color				
Screened Background				
Additional Lines, Extra Per Line				

BUSINESS CARDS *Thermal Printed Card, Plain Stock, 7 Lines*	**250**	**500**	**1,000**	**2,500**
One Color				
Two Color				
Three Color				
Four Color				
Screened Background				
Additional Lines, Extra Per Line				

BUSINESS CARDS *Thermal Printed Card, Linen Stock, 7 Lines*	**250**	**500**	**1,000**	**2,500**
One Color				
Two Color				
Three Color				
Four Color				
Screened Background				
Additional Lines, Extra Per Line				

COUNTY STANDARD FORMS

	1,000	5,000	10,000	20,000
Letter, One Side, One Color				
Letter, One Side, Two Color				
Letter, One Side, Three Color				
Letter, Two Side, One Color				
Letter, Two Side, Two Color				
Letter, Two Side, Three Color				
Legal, One Side, One Color				
Legal, One Side, Two Color				
Legal, One Side, Three Color				
Legal, Two Side, One Color				
Legal, Two Side, Two Color				
Legal, Two Side, Three Color				
1/2 Letter, One Side, One Color				
1/2 Letter, One Side, Two Color				
1/2 Letter, One Side, Three Color				
2 Part NCR, Letter Size, One Color				
2 Part NCR, Legal Size, One Color				
2 Part NCR, 1/2 Letter Size, One Color				
2 Part NCR, 1/4 Letter Size, One Color				
3 Part NCR, Letter Size, One Color				
3 Part NCR, Legal Size, One Color				
3 Part NCR, 1/2 Letter Size, One Color				
3 Part NCR, 1/4 Letter Size, One Color				
Bound Reciepts, Letter, 3 To A Page, 3 Part NCR				

APPROXIMATE DELIVERY TIME

_____

LIST ANY SETUP CHARGES, PROOF CHARGES, TYPESET CHARGES, ETC.

_____

_____

_____

_____

_____

_____

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared ,(*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said , (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20 .

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1606-099 - Printing Services For Williamson County

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **48.**

Meeting Date: 07/12/2016

Extending Billing Services Contract, 13RFP00101

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the renewal of Billing Services, Proposal #13RFP00101, for the same pricing, terms and conditions as the existing Contract for the term of November 17, 2016 - November 16, 2017, with DM Medical Billings, LLC.

Background

This is the second extension of five (5) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form - DM Medical

Form 1295 - DM Medical

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2016 08:10 AM
Form Started By: Sydney Richardson		Started On: 06/27/2016 12:48 PM
Final Approval Date: 06/28/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Service	**Department:**	EMS
Vendor Name:	DM Medical Billings, LLC		
Vendor Address:	88 S. Lakeview Drive, Building 2, Gibbsboro, NJ 08026		
Purpose/Intended Use of Product or Service (summary):			
Billing Services			
P.O./Contract Number:	13RFP00101	**Effective Date:**	11/17/2016
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	11/16/2017
Requested By:	Kenny Schnell, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 2nd of five(5), one (1) year renewal option periods:**

Renewal Option Period 2	November 17, 2016 – November 16, 2017
Renewal Option Period 1	November 17, 2015 – November 16, 2016
Initial Contract Period	November 17, 2012 – November 16, 2015

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor DM Medical Billings

Name Amy Gifford

Title Vice President

Signature [signature]

Date 6-17-16

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	13RFP00101
Contract Name:	Billing Services
Printed Name of Person Submitting Affidavit:	Amy Gifford
Name of Company:	DM Medical Billings, LLC
Date:	June 17, 20 16
Signature of Person Submitting Affidavit:	Amy Gifford

On this, the 17th day of June, 2016, before me a notary public, the undersigned officer, personally appeared Amy Gifford, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Jill K. Sangataldo
Notary Public of New Jersey
My Commission Expires
March 2, 2020

Jill Sangataldo

Notary Public

Two (2) Signed Originals & One (1) photocopy must be submitted

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:
2016-69965

Date Filed:
06/13/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DM Medical Billings
Gibbsboro, 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.
Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
13RFP00101
Billing Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Mueller, Dina	Voorhees, NJ 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.

Jill K. Sangataldo
Notary Public of New Jersey
My Commission Expires
March 2, 2020
AFFIX NOTARY STAMP / SEAL ABOVE

Amy Gifford
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Amy Gifford, this the 22nd day of June, 20 16, to certify which, witness my hand and seal of office.

Jill K Sangataldo — Signature of officer administering oath
Jill K. Sangataldo — Printed name of officer administering oath
Notary Public — Title of officer administering oath

Commissioners Court - Regular Session **49.**

Meeting Date: 07/12/2016

Extending ATM Services Contract, 14RFP00211

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of ATM Services, Proposal #14RFP00211, for the same pricing, terms and conditions as the existing Contract for the term ending September 30, 2016, with Preferred ATM Services, LLC.

Background

This is the first extension of four (4) possible, one (1) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form - ATM Services

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2016 08:10 AM
Form Started By: Sydney Richardson		Started On: 06/27/2016 12:55 PM
Final Approval Date: 06/28/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Services	**Department:**	Facilities
Vendor Name:	Preferred ATM Services, LLC		
Vendor Address:	1530 Sun City Blvd. Suite 120 PMB 480 Georgetown, Texas 78633		
Purpose/Intended Use of Product or Service (summary):			
ATM Services for Williamson County			
P.O./Contract Number:	14RFP00211	**Effective Date:**	10/01/2015
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	09/30/2016
Requested By:	Gary Wilson, Department Director		

Detailed description of renewal of product and/or service.

- **Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract.**
- This Agreement renewal for Option Period 1, was not processed during the required timeframe; however, Section II of the Agreement gives us the option to renew the Service. In accordance with the Agreement and advice from Legal Counsel, we are requesting this renewal for Option Period 1 be approved.
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
- **Extend Contract for the 1st of four (4) one (1) year renewal option periods:**

Renewal Option Period 1	October 1, 2015 – September 30, 2016
Initial Contract Period	October 1, 2014 – September 30, 2015

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Preferred ATM Services LLC

Name Joe Savage

Title Manager/Director

Signature

Date 6-23-16

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature_____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	14RFP00211
Contract Name:	ATM Services for Williamson County
Printed Name of Person Submitting Affidavit:	
Name of Company:	Preferred ATM Services, LLC
Date:	_____, 20____
Signature of Person Submitting Affidavit:	Joseph Savage

On this, the 23 day of June, 2016, before me a notary public, the undersigned officer, personally appeared Joseph Savage, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public Jennifer Garza

JENNIFER GARZA
NOTARY PUBLIC
ID# 13021237-6
State of Texas
Comm. Exp. 05-01-2019

Two (2) Signed Originals & One (1) photocopy must be submitted

Commissioners Court - Regular Session **50.**

Meeting Date: 07/12/2016

Advertise Lease 227 Acres Agricultural Land at Blackland Heritage County Park

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 Agent to advertise and receive bids for Lease 227 Acres Agricultural Land at Blackland Heritage County Park, Bid 1606-098.

Background

Williamson County seeks to lease acreage to a qualified farmer for agricultural crop production on approximately 227 acres, more or less, situated two miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Hwy 29, near the San Gabriel River.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	06/28/2016 11:34 AM
Form Started By: Jewel Walker		Started On: 06/27/2016 02:51 PM
Final Approval Date: 06/28/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Lease 227 Acres Agricultural Land at Blackland Heritage County Park

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 3, 2016 3:30:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Aug 3, 2016 3:30:00 PM CDT

Notice is hereby given that sealed Bids 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 bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Bidders 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 IFB.

Bidders are strongly encouraged to carefully read this entire IFB.

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 and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be 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 Bidder'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 IFB 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 1606-098
Lease 227 Acres Agricultural Land at Blackland Heritage County Park

Bid Number	**1606-098**
Bid Title	**Lease 227 Acres Agricultural Land at Blackland Heritage County Park**
Bid Start Date	**In Held**
Bid End Date	**Aug 3, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Jul 29, 2016 5:00:00 PM CDT**
Bid Contact	**Jewel Walker** **Purchasing Specialist III** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**2 years**
Contract Renewal	**3 annual renewals**
Prices Good for	**90 days**
Bid Comments	Williamson County seeks to lease acreage to a qualified farmer for Agricultural Crop production on approximately 227 acres, more or less, situated two (2) miles east of Jonah, Texas at the Williamson County Blackland Heritage County Park located off of State Highway 29, near the San Gabriel River, which said land is more specifically described in **Attachment 1** herein below (sometimes referred to herein as the "premises").

Bid Submission Requirements

All Bid submissions must include the following completed forms and required information:

Williamson County Bid Form containing the cash bid lease amount per acre during the Initial Term to Williamson County (Bidder must only bid a cash rental amount.Williamson County is not accepting crop share bids or combinations of crop share and cash rent bids.);
Three (3) Farm References from whom Bidder has leased farm land from in the past five (5) years with names, addresses, and phone numbers for each reference. (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she/it can provide);
Any necessary disclosure of any existing or potential conflict of interest as required in the IFB above; and Williamson County Conflict of Interest Statement.

BID REQUIREMENTS for bidding on BIDSYNC:
If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

Bid Form - enter total lease per month per acre on the first line item and attach the completed Bid Form.

IFB (Bid) Affidavit – fillable form – complete and accept
Conflict of Interest Form – fillable form – complete and accept
References - fillable form – complete and accept

BID REQUIREMENTS for Paper Bids sent to Purchasing Office:

SUBMITTAL : Submit one (1) original Bid, two (2) copies and one (1) CD or Thumb Drive consisting of the COMPLETED AND SIGNED Bid Form and any other required documentation.

SEALED: All Bids should be returned in a sealed envelope with the Bid name , number and Bidder Name clearly marked on the outside. If an overnight delivery service is used the Bid name , number and Bidder Name should be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requires Bidder to supply with his/her/its Bid a list of at least three (3) Farm References from whom Bidder has leased farm land from in the past five (5) years with names, addresses, and phone numbers for each reference (If bidder is unable to provide at least three (3) such references, bidder shall inform Williamson County of such inability and bidder shall include as many leasing references as he/she/it can provide).

LEGIBILITY : Bids must be legible and of a quality that can be reproduced.

FORMS : All Bids should be submitted on the forms provided in this Invitation for Bid. Changes to forms made by Bidder shall disqualify their Bid.

LATE BID : Bids received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

BID AWARD PROCESS

All bids will be reviewed and ranked by Williamson County staff. An oral interview may be held if deemed necessary by Williamson County. The staff will make its recommendation to the Williamson County Commissioners Court, which will award the contract and Farm Lease to the overall highest and best bidder.

By submitting a Bid, Bidder acknowledges that Bidder must execute the attached Attachment 2 , Farm Lease, at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected, as further set forth herein above.

The bidder that is selected (Selected Bidder) will be informed of such selection and he/she/it must thereafter execute the attached Farm Lease in its unmodified form, as set out in this IFB above. If such Selected Bidder refuses to execute the attached Farm Lease as required by this IFB or if such Selected Bidder otherwise refuses to comply with his/her/its Bid hereunder, Williamson County may select the party chosen as the next highest and best bidder and so on until the Farm Lease is executed.

AWARD

THIRTY DAYS: Award of the bid to the highest and best bidder should be made within approximately thirty (30) days after the bid opening date. Results may be obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: It is understood that the Commissioners' Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for the offering 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.

CONTRACT/LEASE AGREEMENT: The Selected Bidder's Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the Selected Bidder and Williamson County.

The Selected Bidder shall be required to execute a formal Farm Lease at the County's offices in Georgetown, Texas within ten (10) days after the Bidder has been notified that it/he/she has been selected. Said Farm Lease shall be in the same form as the lease that is attached hereto and marked **Attachment 2**, Farm Lease. The only anticipated changes in the attached Farm Lease will be to include additional exhibits, to fill in blanks to identify the Selected Bidder as the Lessee, insert terms relating to the rent, and/or to revise the Farm Lease to accommodate corrections and changes required by the County.

Bidders should raise any questions regarding the terms of the attached Farm Lease, or submit requested changes in said terms, in the form of written questions or submittals, prior to the deadline for the submittal of Bids. Because the signed Farm Lease will be substantively and substantially derived from the attached Farm Lease, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the attached Farm Lease ***before*** submitting a Bid. Again, the attached Farm Lease contains important legal provisions and is considered part and parcel of this Invitation for Bids. Failure or refusal to execute the attached Farm Lease within the said time period shall be grounds for the County to revoke selection of a Bidder and select another Bidder.

The terms of this contract (Selected Bidder's Bid when properly accepted by Williamson County) and the Farm Lease may be collectively referred to herein as the "Lease Agreement." If, after the Bidder executes the Farm Lease, there is a conflict between the terms and conditions of this contract and the Farm Lease, the terms and condition of the Farm Lease shall control.

CONTRACT ADMINISTRATION: Under the Lease Agreement, Randy Bell, Williamson County Parks Director (or successor), shall be the contract administrator with designated responsibility to ensure compliance with the requirements of the Lease Agreement, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson

County Commissioners' Court and the Selected Bidder.

CONTRACT PERIOD: The Initial Term of the Farm Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

EXTENSION TERM. On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Williamson County Commissioners Court reserves the right, at its sole discretion, to extend the Farm Lease, for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Farm Lease. The Extension Term shall begin on the expiration of the Initial Term or the current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of the Farm Lease shall apply to any such Extension Term(s). The total term of the Farm Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

RENT ADJUSTMENT FOR EXTENSION TERM(S). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

BID CONTACTS

Any questions, clarifications or requests for general information should be directed to:

PURCHASING CONTACT:
Jewel Walker
Purchasing Specialist
901 South Austin Avenue
Georgetown, Texas 78626
jewel.walker@wilco.org
512-943-1692

TECHNICAL CONTACT:
Randy Bell, Parks Director
219 Perry Mayfield
Leander, TX 78641
randybell@wilco.org

Bidders shall neither contact nor lobby Williamson County employees, officers or agents during the bid process. Attempts by Bidders to contact and/or influence Williamson County employees, officers or agents may result in disqualification of Bid.

MISCELLANEOUS

FIRM PRICING: The leased premises, described in the attached Farm Lease is to be on a "per acre per year" basis, stating a firm cash rental amount per acre. Bids which do not state a fixed firm cash rental amount price, or which are subject to change without notice, will not be considered.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

PAYMENT: The payment of the rental amounts during each year of the Initial Term and during any yearly Extensions Term(s) shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

Payments must be made payable to Williamson County and be hand delivered or mailed to the Williamson County Parks and Recreation Department, Attn: Parks Director, 219 Perry Mayfield, Leander, Texas 78641

INSPECTION OF PREMISES: **the premises as provided for herein is made on an "as is, where is" condition and basis "with all faults".** Bidders are encouraged to inspect the premises being offered for lease under this Invitation for Bids prior to submitting a bid. Please contact the Technical Contact referenced above to schedule a time to inspect the premises. Bidder further acknowledges and agrees that having been given the opportunity to inspect the premises, bidder is relying solely on its own investigation of the premises and not on any information provided or to be provided by Williamson County.

SOIL TEST: During the last month of each year the Initial Term and during the last month of any Extension Term, the Williamson

County Parks Department may, at its discretion, obtain a Soil Test. The results of a Soil Test will be discussed with the Selected Bidder and Selected Bidder must employ necessary agronomic and conservation techniques to improve the premises. In the event Selected Bidder fails to employ necessary agronomic and conservation techniques to improve the premises, such failure will constitute a breach under the contract and Farm Lease and Williamson County may exercise its rights under the contract and Farm Lease. Furthermore, any failure of Selected Bidder to employ necessary agronomic and conservation techniques to improve the premises will, to the extent allowed by law, be considered by Williamson County in relation to any future lease offerings of the premises should Selected Bidder submit a bid, proposal or offer to lease the premises.

Item Response Form

Item	**1606·098--01-01 · ATTACH ALL DOCUMENTS HERE**
Quantity	**1 acre**
Unit Price	
Delivery Location	**Williamson County, Texas**

Parks and Recreation
219 Perry Mayfield
Leander TX 78641
Qty 1

Description
ENTER PRICE PER ACRE AND ALL OTHER DOCUMENTS HERE

ATTACHMENT 1
WILLIAMSON COUNTY BID FORM

LEASE 227 ACRES AGRICULTURAL LAND at BLACKLAND HERITAGE COUNTY PARK

BID NUMBER: _____

NAME OF BIDDER:
_____

Mailing Address:
_____

City: _____ State: _____ Zip: _____

Email Address:
_____

Telephone: (_____) _____ Fax: (_____)
_____

RENT DURING LEASE PERIODS OF THE LEASE TERM:

APPROXIMATE ACREAGE	RENTAL AMOUNT PER ACRE*	Total Rent Amount Per Year During Initial Term
227 Acres	$_____*	Approximately 227 Acres x Rental Amount Per Acre = Total Rent Amount Per Year During Initial Term, which shall be paid annually in two equal installments in accordance with the terms of the Farm Lease.

***Bidder must only propose a cash rent amount. Williamson County is not accepting crop share Bids or any combination of crop share and cash rental Bids. Bidder must fill in the blank line above.**

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, Special Provisions and Farm Lease attached hereto as **Attachment 2**, for the amount(s) shown on the accompanying Bid sheet(s). By signing below, you have read the entire document and agree to the terms contained in this IFB and the Farm Lease attached hereto as **Attachment 2**.

_____ Date: _____
Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer: _____

ATTACHMENT 2

FARM LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS FARM LEASE (the "Lease") is made and entered into by and between Williamson County, Texas, being a political subdivision of the State of Texas, hereinafter referred to as "Lessor", and _____, hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of approximately Two Hundred Twenty Seven (227) acres, more or less, situated in Williamson County, Texas, as described in Exhibit "A" (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: LEASE TERM; EXTENSION TERM(S)

A. Initial Term. The Initial Term of the Lease shall be two (2) years and will commence on October 1, 2016 and will terminate on September 30, 2018, unless sooner terminated in accordance with the Farm Lease ("Initial Term").

B. Extension Term(s). On or before the termination date of the Initial Term or any current Extension Term of the Farm Lease, the Lessor, acting by and through the Williamson County Commissioners Court, reserves the right, at its sole discretion, to extend the Lease for up to three (3) additional one (1) year terms as it deems in the best interest of Williamson County; provided that the Lessee also wishes to extend the Lease. The Extension Term, if any, shall begin on the expiration of the Initial Term or the then current Extension Term of this Lease, as applicable. All terms, covenants, and provisions of this Lease shall apply to any such Extension Term(s). The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of sixty (60) months.

ARTICLE 2: RENT; PAYMENT OF RENT

A. Annual Rent During Initial Term. Lessee agrees to pay to Lessor annually as rent for the Premises during the Initial Term the annual sum of $_____ (approximately 227 acres at $_____ per acre).

B. Rent Adjustment For Extension Term(s). Following the Initial Term, the annual rent for each Extension Term will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the annual rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for most recently released index before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. The payment of the rental amounts during each Lease Period of the Term shall be paid in two (2) separate and equal installments, with the first installment being due on or before May 31st and the second installment being due on or before September 30th.

D. All rental payments must be made payable to Williamson County and be hand delivered or mailed to Williamson County Parks & Recreation Department, ATTN: Parks Director, 219 Perry Mayfield, Leander, TX 78641.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of planting, raising and harvesting crops, together with all other purposes and activities usually and customarily associated with a farming operation in Williamson County, Texas. Lessee hereby acknowledges and understands that Lessor may lease property adjoining the Premises for the purpose of cattle grazing and pecan harvesting and that Lessee shall only have

farming rights to the Premises and shall not have any rights to farm such adjoining acreage.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the Term of this Lease, including any costs of installation and connection fees.

ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the Premises and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises; cultivate the Premises in a timely, thorough, and farmer-like manner, employing the best methods of farming customarily practiced on like crops in the area and keep, repair and maintain all existing fencing, if any, during the Term of this Lease .

B. Lessee agrees to not use the Premises for any purpose other than for planting, raising and harvesting crops or to alter the Premises, including clearing new roads, moving or erecting any fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so.

C. Lessee assumes the risk of loss on all property and all improvements, including any crops, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

D. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the Term of this Lease .

E. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

F. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

G. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the Term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. **INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE PREMISES OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.**

B. Insurance: In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during the Term of this Lease , at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Premises, in an amount of at least $1,000,000.00, per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during the Term of this Lease , at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

Lessee shall, within ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor 30 days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least one year.

ARTICLE 10: BREACHES BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in breach and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor’s option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any breach, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the breach is cured, without being liable for damages.

ARTICLE 11: BREACHES BY LESSOR

Breaches by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its breach within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause and for convenience, upon giving three hundred sixty five (365) day's written notice to the other party. Upon the termination of this Lease by Lessee for convenience and without cause, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all remaining rental amounts that may be due hereunder for the Lease period in which Lessee terminates in. In the event that Lessor exercises its right to terminate this Lease for convenience and without cause, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of the Lease Period in which Lessor terminates in.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: LESSOR TO HAVE LIEN

Lessor will have a lien against all goods, equipment and other personal property of Lessee brought, stored, or kept on the Premises during the Term of this Lease , in the aggregate amount of all rent, consideration, damages, and other sums that may at any time be owed by Lessee to Lessor under this Lease. In the event of any breach by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed.

ARTICLE 15: RIGHT TO SELL

It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Premises, in whole or in part, at any time during the Term of this Lease. If during the Term of this Lease , the Premises are sold by Lessor to a third party, this Lease shall terminate three hundred sixty five (365) days from the date in which Lessor gives Lessee notice that the Premises has been sold and Lessee shall vacate the Premises.

ARTICLE 16: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

ARTICLE 17: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PREMISES, (C) THE SUITABILITY OF THE PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY

CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 18: CONDEMNATION

If during the Term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 19: SOIL TEST

During the last month of the First Lease Period of the Lease Term, the Williamson County Parks Department may, at its discretion, obtain a Soil Test. The

results of a Soil Test will be discussed with Lessee and Lessee must employ necessary agronomic and conservation techniques to improve the Premises. In the event Lessee fails to employ necessary agronomic and conservation techniques to improve the Premises, such failure will constitute a breach hereunder and Lessor may exercise its rights under Article 10. Furthermore, any failure of Lessee to employ necessary agronomic and conservation techniques to improve the Premises will, to the extent allowed by law, be considered by Lessor in relation to any future lease offerings of the Premises should Lessee submit a bid, proposal or offer to lease the Premises.

ARTICLE 20: MISCELLANEOUS PROVISIONS

A. **Gender, Number and Headings.** Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. **Place of Performance.** This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. **Terms Inclusive.** As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. **Severability.** If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

E. **Governmental Immunity.** Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

F. **No Assignment or Lease by Lessee.** Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. **No Indemnification by Lessor.** Lessee acknowledges and agrees that Lessor, as a Texas Lessor and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

H. **NOTICES.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR:	Williamson County Judge (or successor) 301 S.E. Inner Loop, Ste. 109 Georgetown, Texas 78626
With copy to:	Williamson County Parks & Recreation Department ATTN: Parks Director 219 Perry Mayfield Leander, TX 78641
LESSEE:	At the address listed on the signature page below.

I. **Compliance with All Statutes and Regulations.** Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

J. **Entire Agreement.** This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED this _____ day of _____, 20_____.

Lessor:

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

Lessee:

By: _____

Printed Name: _____

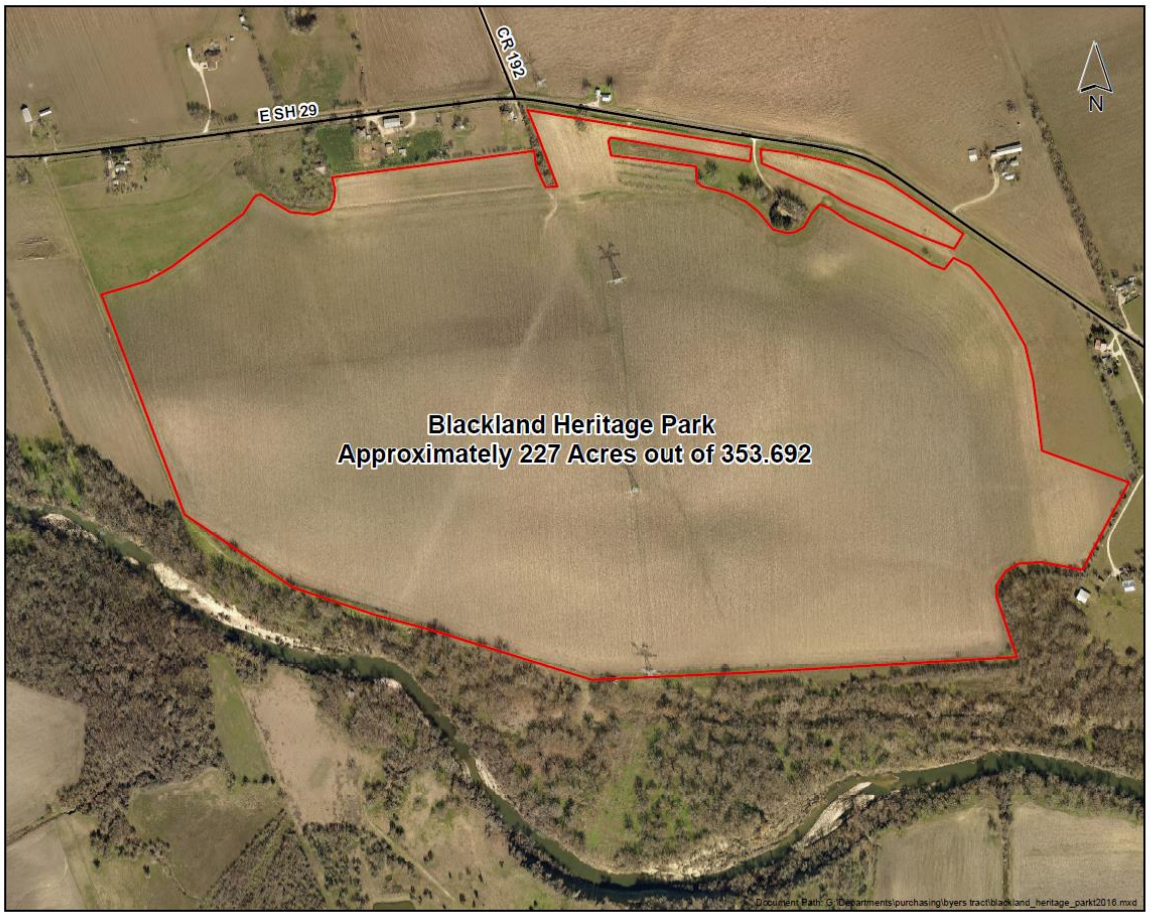
Title: _____

Address:

_____
_____
_____, ___ _____
Telephone: (512) _____
Fax: (512) _____

Exhibit “A”

Being approximately 227 acres, more or less, out of a greater 353.692 acre tract situated in the Silas Palmer Survey, Abstract No. 499, Williamson County, Texas, with said greater tract being more particularly described by metes and bounds in a Special Warranty Deed recorded under Document No. 2008007749, Official Records, Williamson County, Texas. The said 227 acres, which is referenced in this Farm Lease as being the “Premises”, is further depicted in the aerial photograph below.



BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared ,(*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said , (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20.

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

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.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1606-098 - Lease 227 Acres Agricultural Land at Blackland Heritage County Park

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **51.**

Meeting Date: 07/12/2016

Approve Contract for Wireless Services and Products per DIR Contract DIR TSO 3415

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 contract between Cellco Partnership dba Verizon Wireless and Williamson County Parks for wireless services and products per DIR Contract DIR TSO 3415.

Background

This service is for Williamson County park areas that are not connected to WILCO. The pricing sheet per DIR contract is attached. The new DIR contract number is DIR-TSO-3415, same terms and conditions as previous years.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

DIR contract

Verizon Pricing per DIR Contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/07/2016 11:34 AM
Form Started By: Jewel Walker		Started On: 06/28/2016 08:31 AM
Final Approval Date: 07/07/2016		

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

CELLCO PARTNERSHIP DBA VERIZON WIRELESS

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Cellco Partnership dba Verizon Wireless (hereinafter "Vendor"), with its principal place of business at One Verizon Way, Basking Ridge, NJ 08920-1097.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-234, on December 9, 2015, for Hardware, Software and Services for Wireless Voice, Data, Pagers and Mobile Satellite Voice. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-234 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Service Agreement; Appendix E, E-Rate Customer Service Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-234, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-234, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) optional one-year terms.

Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Wireless Voice and Data Products required for services offered in B. below as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Wireless Voice and Data Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is two percent (2%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $2,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Shannon Kelley, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233

Facsimile: (512) 475-4759
Email: shannon.kelley@dir.texas.gov

If sent to the Vendor:
Russ Brown
Verizon Wireless
70 NE Loop 410
San Antonio, TX 78216
Phone: (210) 347-1406
Facsimile: (210) 592-5080
Email: russ.brown@vzw.com

7. Software License and Service Agreement

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix D and Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. **Section 3. Definitions, I. Equipment,** is hereby added**:**
Devices and ancillary accessories used by subscribers in conjunction with wireless service.

B. **Section 3. Definitions, J. Wireless Service,** is hereby added:
Each and every radio service that is defined by the Federal Communications Commission ("FCC") as commercial mobile radio service ("CMRS") and is subject to FCC rules and related to communication through radio transmissions.

C. **Section 4. General Provisions, B. Modification of Contract Terms and/or Amendments, Subsection 3)** is hereby replaced in its entirety with the following:

3) Customers and Vendor may, but are under no obligation to, negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

D. **Section 5. Intellecutal Property Matters, A. Definitions, 3) Statement of Work**, is hereby replaced in its entirety with the following:

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract. If Statement of Work is not issued by Customer to the Vendor, the Customer shall not have any rights in Vendor IP (defined below).

E. **Section 5. Intellecutal Property Matters, A. Definitions, 5) Vendor IP**, is hereby replaced in its entirety with the following:

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were not prescribed in a Statement of Work issued by Customer and/or independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

F. **Section 5. Intellecutal Property Matters, J. Agreement with Subcontracts,** is hereby replaced in its entirety with the following:

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

G. **Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 1) Commercial General Liability,** is hereby replaced in its entirety:

1) Commercial General Liability must include a combined single limit of $2,000,000 per occurrence. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured;
d) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

H. **Section 10. Vendor Responsibilities, N. Required Insurance Coverage, 3) Business Automobile Liability Insurance,** is hereby replaced in its entirety:

3) Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation;
b) Additional Insured.

I. **Section 10. Vendor Responsibilities, V. Accessibility of Public Information, Subsection 1),** is hereby replaced in its entirety:

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. The Vendor shall provide the information directly to the State for dissemination of the information to the public. The Vendor Shall not dissiminate information directly to the public under any circumstances.

{remainder of page intentionally left blank}

This Contract is executed to be effective as of the date of last signature.

Cellco Partnership dba Verizon Wireless

Authorized By: Signature on file

Name: Todd Loccisano

Title: Executive Director, Enterprise & Government Contracts

Date: April 26, 2016

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on file

Name: Wayne Egeler

Title: Director CTS

Date: April 27, 2016

Office of General Counsel: Signature on File

Pricing Index – Appendix C
DIR Contract Number DIR-TSO-3415

Definitions:

Attainment Tier: The range of total Government Subscriber voice and data lines, and M2M Line with a monthly access fee of $34.99 or higher, that are activated under the resulting Agreement at any time, including the lines of participating parents and affiliates as per the "Purchases by Parents and Affiliates" section in the resulting Agreement. Customer's initial Attainment Tier is indicated in the checked box below.

Government Subscriber: An employee of Customer utilizing Wireless Service whose account is set up in Customer's name and for which Customer bears payment responsibility.

Equipment: Wireless telephones, data modems and similar devices and ancillary accessories used in conjunction with Wireless Service.

Wireless Service: Each and every radio service provided directly or indirectly by Verizon Wireless.

Eligible Plan(s): Any generally available Verizon Wireless voice, data or M2M plan with a monthly access fee of $34.99 or higher that does not prohibit discounts.

Eligible Data Feature(s): Any generally available Verizon Wireless data feature with a monthly access fee of $24.99 or higher, added to an Eligible Calling Plan, that does not prohibit discounts.

Machine to Machine Service ("M2M Service"): M2M refers to use of the Wireless Service for the transmission of data between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

M2M Line(s): An individual line of M2M Service used under this Pricing and Equipment Proposal which is set up in Customer's name and for which Customer bears responsibility.

Plans, Features, Rates and Charges: The voice, data or M2M plan and any options, features or applications that are selected by the Customer determine the applicable rates, charges, allowance of minutes or megabytes and Wireless Service coverage area for each line. Some plans may have restrictions on the type of Equipment that can be activated on them. Information about retail plans, options, features, and applications (*i.e.*, those that Verizon Wireless makes generally available to consumers or business customers) and their terms and conditions may be obtained at Verizon Wireless stores, on verizonwireless.com or from Verizon Wireless business sales representatives. The voice, data or M2M plan monthly access fees and non-promotional allowance of minutes and/or megabytes for each line will not change during the Line Term as long as Customer does not change plans on that line. As detailed in the contract, rates, charges and fees, listed in Appendix C, Pricing (excluding FUSF) ,,may be changed following the formal Amendment process Verizon Wireless may discontinue any retail plans, options, features and applications for new activations without notice. If Customer changes or upgrades Equipment, Verizon Wireless may require it to change to a then-current plan that is compatible with the changed or upgraded Equipment. Customer may not activate Equipment purchase at a discount from Verizon Wireless on M2M Lines. Government discounts and pricing may not be available to purchases made through agents or at retail store locations.

Federal Universal Service Fee (FUSF): Verizon is authorized to charge FUSF fees to DIR Customers.

Term of Lines ("Line Term"): The term for each line (the "Line Term") begins on the date Wireless Service is activated for that line and continues for the period required by the calling plan or Equipment selected for that line (usually 1 year). Line Term extensions are required when Customer: (a) takes advantage of promotions or services that require a Line Term extension; or (b) purchases or upgrades Equipment except for ancillary accessories used in conjunction with Wireless Service. When the Line Term expires, Wireless Service continues on a month-to-month basis. Activation fees are waived for Government Subscribers on voice and data plans and for M2M Lines.

Early Termination Fees ("ETF"): ETFs are waived for Government Subscribes.

M2M Management Center: The Machine-to-Machine Management Center ("M2M Management Center") provides Customer with the ability to remotely monitor and manage its M2M devices. If Customer desires to access and use the M2M Management Center, it must so request in writing, and Verizon Wireless shall provision the M2M Management Center on Customer's account. Applicable rates and charges, if any, shall be set forth in this Addendum. The M2M Management Center set-up time is estimated to take four to six weeks. The rights granted to Customer herein for access to and use of the M2M Management Center are specific to Customer and may not be transferred to another party without Verizon Wireless' prior written consent. Verizon Wireless retains full and exclusive ownership of all intellectual property rights associated with the M2M Management Center including any alterations, modifications, improvements and derivative works thereof.

WIRELESS VOICE CALLING PLANS

LOCAL CALLING PLANS

Custom State of Texas Voice Rate Plan: Government Subscribers Only	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Custom State of Texas Voice Rate Plan
Monthly Access Charge	$4.99
Domestic Anytime Voice Minutes Per Month	0 Minutes
Voice Per Minute Rate	$0.06
Domestic Night & Weekend Minutes	Unlimited
Unlimited Domestic Night & Weekend Minutes	Included
Domestic Mobile to Mobile Minutes	Unlimited
Unlimited Domestic Push-to-Talk	$10.00 additional per user, per month (device dependant)
Domestic Long Distance	Included for Domestic Long Distance Calls Made from Home Calling Area
Domestic Roaming Rate per minute	$0.69
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Voice service is required. This plan may NOT be used as Push-to-Talk service only plan. *This plan includes a home airtime area that encompasses the State of Texas only. Please see State of Texas map for more information. The State of Texas will notify Verizon Wireless of emergency lines activated on this plan. See attached Verizon Wireless Voice and Data Calling Plan Terms and Conditions for important information about calling plans, features and options. Mobile Iron is not available on this plan or on a standalone basis. No more than 50% of the lines on a single account can be placed on this plan.	

Push to Talk (PTT) Only Rate Plan: Government Subscribers Only	
The calling plan below reflects the monthly access charge discount. No additional discounts apply.	
	Push to Talk Only Rate Plan
Monthly Access Charge	$15.99
Domestic Anytime Voice Minutes Per Month	0
One to One Push to Talk	Unlimited
Data Sent or Received	$1.99 or per data package
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Iron is not available on this plan or on a standalone basis.	

Nationwide for Texas Voice Calling Plans			
The calling plans below reflect the monthly access charge discount. No additional discounts apply.			
Nationwide for Texas Voice Calling Plans:	400 Voice Minutes	600 Voice Minutes	1000 Voice Minutes
Domestic Anytime Voice Minutes Per Month	**400**	**600**	**1000**
Monthly Access Charge (pooled minutes)	$24.99	$32.99	$39.99
Friends & Family for Government	NA	Up to 10 numbers for entire account, not per user	
Overage Rate per minute	$0.25		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	200 per month (overage rate after allowance)		
Domestic Text, Picture & Video Message Overage Rates (per message per address)	$0.10 outbound/$0.02 inbound per Text $0.25 per Picture or Video Message		
Domestic Long Distance	Included		
Add-a-Line*	$14.99		
Add-a-Line with Push-to-Talk*	$17.99		
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Mobile Iron is not available on these plans or on a standalone basis. *The Add-a-Line plans include 100 Domestic Text, Picture & Video Messages per month. No more than 50% of lines on a single account can be placed on the $14.99 Add-a-line & $17.99 Add-a-line with Push to Talk plans.			

WIRELESS VOICE & DATA BUNDLED PLANS

Custom Domestic Nationwide for Texas Voice & Flat Rate Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Nationwide for Texas Voice & Data Plans:	400 Minute Voice/Data Bundle	600 Minute Voice/Data Bundle	1000 Minute Voice/Data Bundle
Domestic Anytime Voice Minutes Per Month	**400**	**600**	**1000**
Monthly Access Charge (non-pooled minutes)	$45.99	$58.98	$68.99
Monthly Access Charge (pooled minutes)	$47.99	$59.99	$69.99
Overage Rate per minute	$0.25		
Domestic Data Allowance for Email	Flat Rate**		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	Unlimited*		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
Mobile Hotspot	Included		
NationalAccess Roaming	$0.002 per Kilobyte		
Domestic Long Distance	Included		
Add-A-Line	$34.99		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is included on these voice and data bundle plans. Mobile Iron is not available on a standalone basis. **Should a subscriber exceed 5 GB of data usage within a given bill cycle on any line, Verizon Wireless will limit data throughput speeds for all additional usage on that line for the remainder of that bill cycle. No more than 50% of lines on a single account can be placed on the $34.99 Add-a-line plan.

Global Nationwide for Texas Voice & Global Data Plans

The calling plans below reflect the monthly access charge discount. No additional discounts apply.

Nationwide for Texas Voice & Global Data Plans:	400 Minute Voice/Global Data Bundle	600 Minute Voice/Global Data Bundle	1000 Minute Voice/Global Data Bundle
Domestic Anytime Voice Minutes Per Month	**400**	**600**	**1000**
Monthly Access Charge (non-pooled minutes)	$63.99	$76.99	$88.99
Monthly Access Charge (pooled minutes)	$65.98	$78.99	$90.98
Voice Overage Rate	$0.25 per minute		
Domestic & Global Data Allowance for Email	Unlimited		
International/Global Phone Roaming		Zone 1 Countries	Zone 2 Countries
	Government Subscribers	$0.99	$1.99
Domestic Night & Weekend Minutes	Unlimited		
Domestic Mobile to Mobile Minutes	Unlimited		
Included Domestic Text, Picture & Video Messages	Unlimited*		
Friends & Family for Government	Up to 10 numbers For Entire Account, Not Per User		
NationalAccess Roaming	$0.002 per Kilobyte		
Domestic Long Distance	Included		

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is NOT included on these voice and global data bundle plans and is not available on a standalone basis.

Nationwide Voice and Data Bundle Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Voice Calling Plans:	300 Voice Minutes
Domestic Anytime Voice Minutes Per Month	**300**
Monthly Access Charge (pooled minutes)	$39.99
Overage Rate per minute	$0.25
Domestic Data Allowance	2 GB
Domestic Overage Rate Per Gigabyte	$10.00 ($0.0000095 per Kilobyte)
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
Mobile Hotspot	Included
Domestic Long Distance	Included

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Mobile Iron is included on this voice and data bundle plan. Mobile Iron is not available on a standalone basis.

Custom Voice, Data and Text Smartphone Flat Rate Plan

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

Custom Voice, Data and Text Smartphone Plan:	Flat Rate Voice Minutes
Domestic Anytime Voice Minutes Per Month	**Unlimited**
Monthly Access Charge (pooled minutes)	$69.99
Overage Rate per minute	N/A
Domestic Data Allowance	Flat Rate
Domestic Night & Weekend Minutes	Unlimited
Domestic Mobile to Mobile Minutes	Unlimited
Included Domestic Text, Picture & Video Messages	Unlimited*
Mobile Hotspot	Included
Domestic Long Distance	Included

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Defaults to Text only, must select Text, Picture & Video option. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is included on this voice and data bundle plan. Mobile Iron is not available on a standalone basis.

WIRELESS DATA PLANS

Mobile BroadbandAccess for Texas Flat Rate Data Plan	
The data plan below reflects the monthly access charge discount. No additional discounts apply.	
	Mobile Broadband Access Only
Monthly Access Fee	$37.99
Domestic Data Allowance for Email and Internet/Intranet Browsing	Flat Rate
Overage Rate Per GB	NA
National-Access Roaming	$0.002 per Kilobyte
Domestic Long Distance[1]	Included
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Should a subscriber exceed 5 GB of data usage within a given month, Verizon Wireless reserves the right to limit data throughput speeds for the remainder of that month. Mobile Iron is not available on these plans or on a standalone basis.	

Public Sector Mobile Broadband Share Plans: Government Subscribers Only			
The data plans below reflect the monthly access charge discount. No additional discounts apply.			
Public Sector Mobile Broadband	5 Gigabytes (90237)	10 Gigabytes (90240)	20 Gigabytes (90241)
Monthly Access Charge	$34.99	$59.99	$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		
Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis.			

Mobile Broadband Share Plans: Government Subscribers Only			
The data plans below reflect the monthly access fee discount. No additional discounts apply.			
Mobile Broadband Share Plans:	1 Gigabyte	2 Gigabyte	5 Gigabytes
Monthly Access Fee	$17.00	$23.00	$35.00
Domestic Data Allowance Per Month	1 GB	2 GB	5 GB
Domestic Overage Rate Per Gigabyte	$10.00 ($0.0000095 per Kilobyte)		
International Roaming	$0.002 per Kilobyte		
Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Streaming video is NOT permitted on this plan. Sharing is available only among Mobile Broadband users in the same profile. Mobile Iron is not available on these plans or on a standalone basis.			

WIRELESS FEATURES

Domestic Data Package Features for Feature Phones/Smartphones			
A discount has been applied; features are not eligible for any further discounts.			
Monthly Access Charge (when added to an eligible voice plan)	Domestic Data Allowance	Overage Rate	Optional Business Email Feature (Server based email solutions)
Not applicable	0	$1.99 per MB	N/A
$10.00	75 MB	$10.00 per 75 MB	N/A
$34.65	2 GB	$10.00 per GB ($0.00000953674/kb)	Included
$38.50	5 GB		
$61.60	10 GB		
Note: See attached Calling Plan and Feature Details for important information about calling plans, features and options.			

Global Data Optional Features				
The data plans below reflect the monthly access fee discount. No additional discounts apply.				
Monthly Access Fee	Allowance	Rate After Allowance (Global Data Plan Countries)	Rate per KB (non-Global Data Plan Countries)	
$19.25 (CDMA or GSM)	100MB	$25.00 per each additional 100 MB used	$0.02 per KB ($20.48/MB)	
Pay Per Use (for subscribers not using the Global Data Feature)				
Monthly Access Fee	Allowance	Rate per MB (Canada)	Rate per MB (Mexico)	Rate per MB (Rest of the World)
N/A	N/A	$2.05/MB	$5.12MB	$20.48/MB
Notes: Current coverage details and list of Global Data Countries can be found at www.verizonwireless.com/global. See Calling Plan Optional Features section for important information about calling plans, features and options. Applies to all global-capable phones and internet devices. Customer must subscribe to a domestic Mobile Hotspot plan to use the service globally. The majority of your monthly usage must be in the United States. All data usage, including tethering and hotspot, deducts from the same data allowance.				

Global Voice*	
No additional discounts apply.	
Canada	$0.69/min
Mexico	$0.99/min
Caribbean and Europe	As low as $1.29/min
Standard Rates for Other Countries	As low as $1.29/min
Global Value Plan Rates	As low as $0.99/min
Notes: Current coverage details and list of Other Available Countries can be found at www.verizonwireless.com/global. See attached Calling Plan and Feature Details for important information about calling plans, features and options. *Applies to all global-capable devices. Must be added to a domestic 3G Mobile Broadband calling plan with domestic 3G Mobile Broadband Connect/Mobile Hotspot.	

MACHINE-TO-MACHINE (M2M) /TELEMETRY PLANS

Mobile Broadband Machine-to-Machine (M2M) Share Plans Low Usage Group

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Megabyte	5 Megabytes	25 Megabytes	50 Megabytes	150 Megabytes
Domestic Shared Data Allowance Per Month	**1 MB**	**5 MB**	**25 MB**	**50 MB**	**150 MB**
Monthly Access Charge	$5.00	$7.00	$10.00	$15.00	$18.00
Overage Rate Per Megabyte	$1.00				
National Access Roaming	$0.002 per Kilobyte(Canada)/$0.005 per Kilobyte (Mexico)				

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans High Usage Group

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	5 Gigabytes	10 Gigabytes
Domestic Data Allowance Per Month	**1 GB**	**5 GB**	**10 GB**
Monthly Access Charge	$25.00	$37.50	$60.00
Overage Rate Per Megabyte	$0.015		
National Access Roaming	$0.002 per Kilobyte(Canada)/$0.005 per Kilobyte (Mexico)		

Notes: Machine to Machine coverage includes the Verizon Wireless 4G, 3G and 3G Extended networks. See Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Mobile Iron is not available on these plans or on a standalone basis.

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans: Government Subscribers Only

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 Gigabyte	2 Gigabyte	5 Gigabytes
Monthly Access Fee	$17.00	$23.00	$35.00
Domestic Data Allowance Per Month	1 GB	2 GB	5 GB
Domestic Overage Rate Per Gigabyte	$10.00 ($0.0000095 per Kilobyte)		
International Roaming	$0.002 per Kilobyte		

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Sharing is available only among Mobile Broadband users in the same user group. Mobile Iron is not available on these plans or on a standalone basis.

Mobile Broadband Machine-to-Machine Plans (M2M) Share Plan: Government Subscribers Only

The data plans below reflect the monthly access fee discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plan:	250 MB
Monthly Access Fee	$13.00
Domestic Data Allowance Per Month	250 MB
Domestic Overage Rate Per Gigabyte	$0.015 per MB
International Roaming	$0.002 per Kilobyte

Notes: Machine to Machine coverage included the Verizon Wireless 4G, 3G and 3G Extended networks. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Government Subscribers may supply their own authenticated Equipment (CPE) approved by Verizon Wireless to be activated on these plans. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. 4G service requires 4G Telemetry equipment and 4G coverage. All terms and conditions of the Agreement apply to M2M service and M2M Lines as a Wireless Service. Sharing is available only among Mobile Broadband users in the same user group. Mobile Iron is not available on these plans or on a standalone basis.

Public Sector Mobile Broadband Machine-to-Machine Plans (M2M) Share Plans: Government Subscribers Only

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Public Sector Mobile Broadband	5 Gigabytes (90231)	10 Gigabytes (90234)	20 Gigabytes (90235)
Monthly Access Charge	$34.99	$59.99	$99.99
Shared Domestic Data Allowance	5GB	10GB	20GB
Overage Per Gigabyte	$8.00 Per Gigabyte		
NationalAccess Roaming	$0.002 per Kilobyte		

Notes: This plan is available for domestic data only devices, on the Verizon Wireless network only. **Data Sharing**: At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request. Current NationalAccess and Mobile Broadband coverage details can be found at www.verizonwireless.com. Netbook, Smartphone, and Tablet devices are not eligible for Mobile Broadband M2M pricing. New activations on these service plans require 4G LTE devices. Existing customers transitioning to one of these service plans are able to utilize existing 3G devices. The 5GB, 10GB, and 20GB Public Sector Mobile Broadband Machine to Machine Plans are able to share with each other. Mobile Iron is not available on these plans or on a standalone basis.

3G/4G Mobile Broadband Machine-to-Machine (M2M) Wireless Backup Router Plan: Government Subscribers Only

The data plan below reflect the monthly access fee discount. No additional discounts apply.

3G/4G M2M Wireless Backup Router Plan	
Monthly Access Fee (non-pooled)	$10.00
Domestic Data Allowance Per Month	25 MB
Share Option	N/A
Domestic Overage Rate Per GB	$10.00 per GB
International Roaming	N/A. Verizon Wireless network only.

Notes: Current coverage details can be found at www.verizonwireless.com. See the attached M2M Data Plan and Feature Details as well as Calling Plan and Feature Details in your Agreement for important information about calling plans, features and options. During an outage of the primary connection, all usage within the billing cycle in excess of the 250 MB allowance will be charged at the overage rate of $10.00 per GB. The Wireless Router Plan is approved for use as a backup solution for business continuity only and is not to be used for primary connectivity. Verizon Wireless reserves the right to move Customer to the standard commercial 5 GB M2M price plan should usage on the lines provisioned on the M2M Wireless Backup Router Plan exceed 1 GB for three (3) consecutive months. M2M Wireless Backup Router Plan may be used with Private Network, the Cisco 4G LTE Referral Program, and CradlePoint Router Bundle (certain restrictions apply). M2M router devices must be approved for use on Verizon Wireless' network; no other device types may be activated on this plan. Not eligible for Verizon Wireless Government Equipment Matrix pricing. Mobile Iron is not available on this plan or on a standalone basis.

Custom Mobile Broadband Machine-to-Machine (M2M) Tiered Plans

The data plans below reflect the monthly access charge discount. No additional discounts apply.

Mobile Broadband Machine-to-Machine Plans:	1 KB – 249.99 MB	250 – 999.99 MB	1,000 – 2,499.99 MB	2,500 MB+
Monthly Access Charge	$0.50	$0.50	$0.50	$0.50
Usage Rate Per Megabyte	$1.15	$1.00	$0.75	$0.50
National Access Roaming	Not Available			

Note This Custom Machine to Machine (M2M) Tiered Data Plan is restricted to Verizon Wireless network use only; domestic roaming not available. Current data coverage details can be found at www.verizonwireless.com. See attached Verizon Wireless Plan and Feature Details for important information about calling plans, features and options. All lines on this Plan must be on a separate account profile from Customer's other Voice, Data and Machine to Machine lines. Detailed billing information will only be available online and the account will require its own unique log in credentials. All charges will be billed in arrears and data usage will be rated and billed in KBs. Data usage from all lines active, at any time during the bill cycle, on the this plan will be aggregated to determine the applicable data usage tier for that month and each line will then be billed for its usage at that rate. This Plan is for fixed/stationary devices only; mobile devices are restricted from use on this plan. Customer must maintain a minimum of two hundred (200) M2M Lines.

ADDITIONAL WIRELESS FEATURES AND SERVICES

Calling Features			
Calling features are not eligible for any further discounts.			
Feature	Monthly Access Charge	Allowance	Overage Rate
411 Connect[SM‡]	N/A	$1.99 per call	N/A
Domestic Text Messaging per message	N/A	0	$0.10 outbound/$0.02 inbound
Domestic Text, Picture & Video Messaging	$5.00	250 messages	$0.10 outbound/$0.02 inbound per Text $0.25 per Picture or Video Message
Domestic Text, Picture & Video Messaging	$10.00	Unlimited M2M & 500 additional messages	$0.10 outbound/$0.02 inbound per Text $0.25 per Picture or Video Message
Domestic Text, Picture & Video Messaging	$20.00	Unlimited M2M & 5000 additional messages	$0.10 outbound/$0.02 inbound per Text $0.25 per Picture or Video Message
Visual Voice Mail	$2.99	N/A	N/A
Premium Voice Mail	$1.99	N/A	N/A
Push to Talk (PTT)	$5.00 available on calling plans with a monthly access fee of $29.99 or higher		
Verizon Wireless International Long Distance Value Plan	$5.00 plus applicable airtime and long distance charges		
GSM International Roaming Global Phone	Zone 1 Countries		$0.99/ minute
	Zone 2 Countries		$1.99/ minute
Notes: Calling plans with Mobile to Mobile (M2M) minutes included, do not qualify for additional Mobile to Mobile (M2M) minutes in this table. Text, Picture and Video Messaging feature details apply. Global Phone plan details apply and require the Global Phone handset. Push to Talk requires PTT capable handset. Please contact your Verizon Wireless representative for the most current offer.			

Enterprise Messaging

Enterprise Messaging is Not eligible for monthly access fee discounts

Messaging Allowance	Enterprise Messaging Monthly Access (standard text messaging rates apply for Recipient)	Per Message After Allowance
100,000	**$200.00**	$0.02
Unlimited	**$500.00**	N/A
Public Safety Unlimited	**$0.00** (For Public Safety/First Responders Only as defined below*)	N/A

*The $0.00 Monthly Access Unlimited plan is only available to Public Safety/First Responders classified with the following NAICS (formerly SIC) Codes:

- 621910 Ambulance Services
- 922110 Courts
- 922120 Police Protection
- 922130 Legal Counsel and Prosecution
- 922140 Correctional Institutions
- 922160 Fire Protection
- 922190 Other Justice, Public Order, and Safety Activities
- 928110 National Security
- 922150 Parole Offices and Probation Offices

1. ENTERPRISE MESSAGING: In order to protect our network and safeguard subscriber privacy from unsolicited (spam) or objectionable text messaging, Verizon Wireless employs protective measures, including aggregate message volume limits, content filtering and speed of service limitations on publicly accessible Internet messaging gateways. Verizon Wireless Enterprise Messaging service allows enterprise accounts to send aggregate text messages to other Verizon Wireless subscribers while reducing potential delays related to these protective measures.

2. REQUIREMENTS AND RESTRICTIONS: Enterprise Messaging is only available to Customers that have a valid Blanket Purchase Agreement with at least five (5) active Non-Government Subscribers. Enterprise Messaging is available for a monthly access fee for which Verizon Wireless will provision a Pilot Mobile Phone (described below) and provide access to the Enterprise Messaging Access Gateway (EMAG) online portal to set-up and manage the service. Enterprise Messaging can be used to send messages to Verizon Wireless subscribers and to subscribers on most domestic wireless carriers (inter-carrier messaging requires additional provisioning and is subject to message size and reporting limitations. experience by carrier and region may cause the experience to vary). Customer agrees that it will send messages only to subscribers that have opted in to receive its messages by: a) establishing an opt-in process that effectively captures each subscriber's consent to receive Customer's messages, informs subscribers of the nature and scope of Customer's messaging campaigns and any financial obligations ("Standard Messaging Charges Apply") associated with the messaging; b) maintaining opt-in records for a minimum of 6 months from the date of a subscriber's opt-in consent; and c) immediately complying with subscriber opt-out requests such as STOP, END, CANCEL, UNSUBSCRIBE or QUIT in compliance with Mobile Marketing Association (MMA) guidelines (www.mmaglobal.com). Customer can use compatible, properly configured SNPP, WCTP, XML, TAP, SMPP and SMTP messaging protocols, for which it is solely responsible for maintaining facilities to monitor its messaging operations, or the EMAG portal, to send up to fifteen text messages per second to subscribers. Provision of the EMAG service does not obligate Verizon Wireless to support variations of these protocols, whether those variations are optional within the published protocols or authorized or unauthorized variations to the published protocols.

Customer agrees that: a) its messaging will comply with applicable industry guidelines (e.g. MMA's Best Practices and CTIA's Wireless Content Guidelines) and Verizon Wireless content (www.verizon.com/contentpolicy) standards as they may updated from time to time; b) it will not send messages containing executable files or links to other content or premium or similar messages that require a subscription or surcharge; c) it will not install, deploy, or use any hardware, firmware, software or other technology or technique to circumvent Verizon Wireless' messaging network operations protections except as granted under this agreement; and d) it will not send any objectionable material via Enterprise Messaging or advertise, promote, distributed or use objectionable material in connection with Enterprise Messaging (for purposes of this agreement, objectionable material includes, but is not limited to material that: (i) is prohibited by any applicable law, rule or regulation, (ii) contains anything that is obscene or indecent or anything with strong sexual, explicit or erotic themes or that links to such content, (iii) contains hate speech; (iv) contains excessive violence; (v) contains extreme profanity; (vi) contains misleading or fraudulent claims, or (vii) promotes or glamorizes alcohol abuse, illegal drug use or use of tobacco products). Consistent with prevailing standards in other content distribution mediums, content in this category that does not satisfy the above may be distributed if included in the context of artistic, educational, medical, news, scientific or sports material. Customer agrees that its use of Enterprise Messaging will comply with any applicable local, state, national and international laws and regulations.

3. LIMITATIONS: Wireless phones use radio transmissions which by their nature do not permit the delivery of text messages when the wireless phone is not in range of one of our transmission sites or a transmission site of another company that has agreed to carry our customer's calls, or if there is insufficient network capacity available to handle the message at that moment. Even within a coverage area, there are many factors that might interfere with the delivery of text messages, including the subscriber's equipment, terrain, proximity to buildings, foliage, and weather. Verizon Wireless also does not own or control all of the various facilities and communications lines between Customer's site and Verizon Wireless Enterprise Messaging access point. Due to these natural and technological limitations and the limitation in the number of messages that can be sent (up to fifteen per second), ENTERPRISE MESSAGING SHOULD NOT BE USED AS THE SOLE MEANS TO SEND MESSAGES THAT CONTAIN INFORMATION THAT IS ESSENTIAL TO THE PROTECTION OF LIFE OR PROPERTY, OR IS MISSION ESSENTIAL OR CRITICAL IN OTHER WAYS.

4. CUSTOMER'S ENTERPRISE MESSAGING CONTACT: Customer agrees to provide contact information including a phone number and email address to Verizon Wireless of an Enterprise Messaging contact or contacts, who shall be available during business hours and any other time period that Customer utilizes Enterprise Messaging for the purpose of assisting to resolve service matters and trouble shooting. Customer must provide written notice of changes to contact information fourteen days prior.

5. PILOT MOBILE PHONE: Verizon Wireless shall provide Customer with one pilot mobile phone at no charge to manage password setup and resets. Customer should safeguard the pilot mobile phone in case password resets are needed as Verizon Wireless must rely on regular mail delivery of password resets if the phone is not available (password resets cannot be given over the phone or sent via email). This pilot mobile phone will not be capable of making any voice calls. Customer shall promptly notify Verizon Wireless if the phone is lost, damaged or stolen and Verizon Wireless reserves the right to charge Customer for replacement phones.

6. TERMINATION OF SERVICE: VERIZON WIRELESS CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR CANCEL CUSTOMER'S ACCESS TO OR USE OF THE ENTERPRISE MESSAGING SERVICE OR EMAG IF CUSTOMER VIOLATES THE RESTRICTIONS OF THIS AGREEMENT OR FOR GOOD CAUSE which shall include, but is not be limited to: (a) breaching this Agreement or the Customer's Non-Government Agreement; (b) spamming or other abusive messaging; (c) using Enterprise Messaging in a way that adversely affects our network, our customers, or other customers; (d) allowing anyone to tamper with messaging applications in a manner contrary to this Agreement; (e) any governmental body of competent jurisdiction suspends or terminates your service or institutes a requirement, ruling or regulation that conflicts with this Agreement; or (f) operational or other governmental reasons.

7. DISCLAIMER AND LIMITATION OF LIABILITY: CUSTOMER AGREES THAT ENTERPRISE MESSAGING AND EMAG IS PROVIDED ON AN "AS IS" BASIS AND CUSTOMER'S USE OF ENTERPISE MESSAGING AND EMAG IS ITS SOLE RESPONSIBILITY. VERIZON WIRELESS DOES NOT WARRANT THAT ENTERPRISE MESSAGING OR EMAG WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. VERIZON WIRELESS SHALL NOT BE LIABLE FOR ANY FAILURE TO PROVIDE ENTERPRISE MESSAGING AND MAKES NO GUARANTEES THAT ANY TEXT MESSAGE WILL BE DELIVERED.

8. NO RESELLING: Customer cannot resell Enterprise Messaging services or allow third parties to use Enterprise Messaging or access EMAG without prior written permission from Verizon Wireless.

9. SUBJECT TO CUSTOMER'S GOVERNMENT AGREEMENT: These terms supplement Appendix D, Customer Service Agreement to DIR Contract Number DIR-TSO-3415as it relates to Enterprise Messaging and EMAG and the terms of such Agreement, are applicable to Customer's use of Enterprise Messaging and EMAG. If there are any inconsistencies between these terms and Customer's Non-Government Agreement these terms shall control with respect to Enterprise Messaging.

Wireless Priority Service (WPS)

The calling plan below reflects the monthly access charge discount. No additional discounts apply.

	Wireless Priority Service
Discounted Monthly Access Fee	$4.50
Discounted Feature Initiation Charge	$10.00
Per Minute of Use Charge	$0.75

NOTE: Wireless Priority Service Access (WPS Access) is subject to the plan details of your customer agreement and calling plan. A WPS Access function on a limited portion of the Verizon Wireless owned and operated 800/1900 MHz CDMA network, and is available only to individuals authorized by the Office of the Manager National Communications System (NCS). WPS Access provides end users with the ability to be placed into a queue for the next available wireless voice channel ahead of end users not subscribing to WPS Access. Verizon Wireless makes no assurances regarding waiting times associated with WPS, nor can Verizon Wireless ensure that WPS Access calls will be connected. The WPS Access charges, including the $0.75/minute charge, are all in addition to the charges associated with your Verizon Wireless calling plan. Contact your Verizon Wireless representative for complete details on WPS Access.

Verizon Wireless Field Force Manager

The Field Force Manager Plan with a monthly access fee of $29.99 and the Field Force Manager Feature with monthly access fee of $24.99 are eligible for Monthly Access Fee Discounts.

	Field Force Manager Feature Feature Phone/Smartphone (Data plan required)	Field Force Manager Plan Feature Phone (Data plan NOT required)
Monthly Access Charge – Limited	$15.00 per user	$24.99 per user
Monthly Access Charge – Basic	$20.00 per user	$29.99 per user
Monthly Access Charge – Pro	$25.00 per user	N/A
Monthly Access Charge – PTT only & FFM	$20.00 per user (PTT Devices Only)	$45.00 per user (PTT Devices Only)

NOTE: *Optional Features may be added onto an eligible calling plan with a monthly access fee of $34.99 or higher. **Field Force Manager:** By purchasing the Field Force Manager feature Customer consents to the tracking of Field Force Manager Equipment and must obtain authorized consent to tracking from all users and affected persons. No guarantee of accuracy of information transmitted, disclosed, displayed or otherwise conveyed or used. Service could be interrupted or disrupted due to atmospheric conditions, inaccurate ephemeris data and other factors associated with use of satellites and satellite data. Airtime for Field Force Manager service is included in the Monthly Fee and its use is subject to the Unlimited VZAccess feature details. Requires 2 MB of data for application download.

Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]

Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted] is NOT eligible for monthly access fee discounts.

	Per eligible Calling Plan
Per Account Level Set-Up (One time fee)	$500.00
Per Account New Connect Set-Up (One time fee)	$1500.00

Public Safety Subscribers Account Set-Up: Verizon Wireless will waive all account set-up fees including both the $1500.00 connection fee and the $500.00 Static IP address fee for new Public Safety NationalAccess activations only.

Note: Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, MB and Unlimited NationalAccess plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP and may apply in addition to $1500.00 Connect Fee in certain configurations.

Static IP: Static IP addresses will be available on remote access, MB and Unlimited NationalAccess plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Optional BlackBerry Enterprise Server/Software List

BES (BlackBerry Enterprise Software) and CAL (Client Access License) sales are not eligible for discounts

Description	Number of Users	Verizon Wireless SKU/Part#	MSRP
BES Trade-Up Key Note: This item must be ordered	N/A	PRD-10452-016	$2,899.00
BlackBerry Enterprise Server Version 5.0	Microsoft Exchange - 20 users	PRD-24256-001*	$4,099.00
	IBM Lotus Domino - 20 users	PRD-24256-002*	
BlackBerry Enterprise Server Version 4.1	Microsoft Exchange - 20 users	PRD-10452-001	
	IBM Lotus Domino - 20 users	PRD-10452-003	
	Novell Groupwise - 20 users	PRD-10452-005	
BlackBerry Professional Software Version 4.1	Microsoft Exchange - 5 users	PRD-10452-024	$599.00
	IBM Lotus Domino - 5 users	PRD-10452-025	
	Microsoft Exchange - 10 users	PRD-10452-027	$949.00
	IBM Lotus Domino - 10 users	PRD-10452-028	
BlackBerry Enterprise Server & BPS CALs	1 user	PRD-07599-017*	$99.00
	5 users	PRD-07599-018*	$429.00
	10 users	PRD-07599-019*	$699.00
	50 users	PRD-07599-020*	$3,299.00
	100 users	PRD-07599-021*	$5,999.00
	500 users	PRD-07599-022*	$27,499.00
Small Business Edition (CALs)	1 user	PRD-07599-043*	$99.00
	5 users	PRD-07599-044*	$429.00

*Select Blackberry Client Access Licenses available for purchase through My Business Account and the Verizon Enterprise Center

Verizon Wireless Calling Plan and Feature Details

Verizon Wireless Calling Plan Optional Services. Additional fees may be required as per the individual calling plans.

Calling Plans and Associated Charges: Some calling plans or monthly access price points may not be available in all markets. Subscriber's first partial and full month's access will not be refunded after activation of the Wireless Service. Activation fees are waived for all Government Subscribers. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the Subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on Subscriber's phone. Rates do not apply to credit card or operator-assisted calls, which may be required in certain areas. Usage rounded up to the next full minute. Unused minutes and/or Megabytes are lost. On outgoing calls, charges start when Subscriber first presses SEND or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after Subscriber presses END or the call otherwise disconnects. Calls made on the Verizon Wireless network, are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free, however, airtime may be charged when dialing toll-free numbers. All features may not be available in all Verizon Wireless markets.

Home Airtime and Roaming: Home airtime minutes apply when making or receiving calls from a calling plan's home rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on calling plans with sharing. Subscribers must periodically dial *228 to update roaming information. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.

Long Distance: Unlimited domestic long distance is included when calling from the calling plan's home rate and coverage area, unless otherwise specified in the calling plan.

Customer's Cell Phone Number and Caller ID. Verizon Wireless will assign one Mobile Telephone Number ("MTN") to each Subscriber line. Other than as required to port an MTN, Customer does not have any property right in the MTN and Verizon Wireless may change, reassign, or eliminate an MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes and regulatory or statutory law enforcement requirements.

Verizon Wireless Calling Plan Included Features	
Call Waiting [1,6]	Three Way Calling [1,6]
Call Forwarding [6]	No Answer/ Busy Transfer [6]
Caller ID [2,6]	Basic Voice Mail [3,6]
411 Connect[sm] [4,6] (Directory Assistance)	Basic TTXT Messaging [5]

[1]Airtime charges apply to all calls simultaneously.

[2]When making a call, Subscriber's MTN may be displayed to the receiving party with Caller ID capable Equipment. Caller ID service may not be available outside home airtime rate and coverage areas, and may not be compatible with certain enhanced features. Caller ID can be blocked for most calls by dialing *67 before each call, or by ordering per-line call blocking where available. Calls to some numbers, such as toll-free numbers, cannot be blocked.

[3]Airtime charges apply to message retrieval.

[4]411 Connect, directory assistance with automatic call completion is subject to a per call fee plus airtime charges. Directory assistance rates are subject to change.

[5]TXT Messaging offered at the prevailing rate, currently $0.02 per inbound and $0.10 per outbound message per address. TXT message charges are subject to change.

[6]Feature not included on NationalAccess and BroadbandAccess Unlimited or Megabyte (MB) calling plans at no charge, but are available at the prevailing Verizon Wireless rates.

Push to Talk: Push to Talk capable Equipment required. Push to Talk capable Equipment can only be used with a Push to Talk calling plan. **Subscribers switching from a Push to Talk Calling Plan to another calling plan will not be able to use Push to Talk capable Equipment with the new plan.** Push to Talk calls may only be made with other Verizon Wireless Push to Talk subscribers. Push to Talk Subscribers may initiate or participate on a call, simultaneously, with as many as 20 total participants (19 members per group plus the originator). Push to Talk groups must be established via the Push to Talk website prior to initiating a group call. Subscribers may establish as many as 50 group lists of up to 20 participants (19 members per group plus the originator). Existing Push to Talk Subscriber Equipment may require a software upgrade. Push to Talk is only available within the National Enhanced Services Rate and Coverage Area. There will be a delay from the time a Push to Talk call is initiated until the Push to Talk call is first received by the called party. A Push to Talk call will automatically time out after twenty (20) seconds of inactivity. While on a Push to Talk call, incoming voice calls will go directly to voice mail. When on a voice call, a Push to Talk call cannot be received. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk contact list. Only one person can speak at a time during a Push to Talk call. Push to Talk services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether

Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk information.

Mobile to Mobile: Mobile to Mobile minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless Subscriber while in the America's Choice Home Rate and Coverage area. Mobile to Mobile does not apply to fixed wireless devices with usage substantially from a single cell site, for Push to Talk calls, if Call Forwarding or No Answer/Busy Transfer features are activated, or to data usage. Mobile to Mobile is not available to Subscribers whose current wireless exchanges restrict the delivery of Caller ID. Mobile to Mobile minutes will be applied before home airtime minutes.*

Night and Weekends: Applies to calls made in a calling plan's home rate and coverage area only during the following hours: 9:01pm Friday through 5:59am Monday and 9:01pm to 5:59am Monday through Friday.*

***NOTE:** If both Night and Weekend and Mobile to Mobile minute allowances apply to a given call, Mobile to Mobile minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.

TXT Messaging: TXT Messaging includes Short Message Service (SMS up to 160 characters) and Enhanced Messaging Service (EMS up to 1120 characters). Enhanced TXT Messages sent to most SMS handsets will be delivered as multiple TXT messages of up to 160 characters each. Subscribers have the option to have text messages disabled entirely without affecting voicemail or other related services. TXT Messaging plans do not include Operator Assisted Messaging or International Messaging, which is available for 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries. Verizon Wireless is not responsible for information sent using TXT Messaging or Enhanced TXT Messaging. Verizon Wireless cannot guarantee that messages will be received and is not responsible for messages that are lost or misdirected. Messages not delivered after 5 days are automatically deleted. Airtime charges do not apply to the sending or receiving of text messages. When sending messages from Equipment, the sender's MTN will always be sent to the destination, even if Caller ID is used to block voice calls.

Mobile to Mobile Messaging: Cannot be combined with any other package that includes a TXT or PIX&FLIX allowance. Mobile to Mobile Messaging applies only to TXT/ PIX/ FLIX messages sent to and received from other Verizon Wireless Subscribers' phones, while both wireless Subscribers are within the National Enhanced Services Rate and Coverage Area. Additional messages apply to PIX Place, VTEXT/ TXT Alerts/ getAlerts, Instant Messaging (IM), Email, Premium Text Services, TXT/PIX/FLIX sent to non-Verizon Wireless customers, these messages will be decremented from the Subscriber's Additional Message allowance, or billed as overage. Additional Messages may not be applied toward International TXT Messaging, which cost 25¢ per message sent and 10¢ per message received; see www.vtext.com for details and countries.

Multi-Media Messaging (MMS): Multi-Media Messaging (MMS) includes Picture (PIX) and Video (FLIX) messaging and is only available within the National Enhanced Services Rate and Coverage Area. In addition to MMS charges, MMS uses calling plan home airtime minutes or kilobytes. Canceling an MMS after pressing SEND may result in sent messages that contain only partial content. Subscriber will be charged for outgoing MMS, even if not received by the intended recipient, or even if only partial content is delivered. Subscriber will not be charged for incoming MMS unless received. MMS that cannot be delivered within 5 days will be deleted. MMS is not available for use with a Mobile Office Kit. Camera phones are prohibited in some places. Subscribers are solely responsible for complying with all applicable laws, rules, regulations and policies regarding camera phone use.

International Long Distance: International Long Distance is available but may be subject to a 90-day payment history with Verizon Wireless. International long distance rates will vary and do not apply to calls to Canada, Puerto Rico, the U.S. Virgin Islands and some U.S. Protectorates, or to credit card or operator assisted calls.

Verizon Wireless International Long Distance Value Plan: Requires subscription to a qualifying calling plan and international dialing capability (I-DIAL). The ability to make international calls is not guaranteed and may be restricted without notice. Rates apply only on calls to Value Plan countries made from calling plan home airtime rate and coverage areas. If a calling plan includes calls to any Value Plan country, those calls will be billed per the requirements of the calling plan except when roaming on another carrier's network, in which case that carrier's rates will apply. Current international calling rates may be found at **www.verizonwireless.com**.

International Roaming (Global Phone): Availability of calling features and TXT messaging varies by country and network. Existing Subscribers who purchase a Global Phone may have to set up a new voice mailbox and, if so, will lose access to previously stored messages upon activation of Global Phone. Voice mail messages will be time-stamped Eastern Time. Calls to voice mail will appear on the bill as calls to the Subscriber's MTN. Actual availability of service in foreign countries may vary and is subject to change. Taxes and other regulatory surcharges may apply and may vary by country. While roaming on another carrier's wireless network, dialing rates and country availability may vary due to the roaming carrier's international dialing policies. Billing for airtime used when roaming may be delayed up to two billing cycles. By using Equipment outside the United States, Subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute and only in "CDMA"mode where service is available. An update to Equipment software is required to roam in S. Korea.

Roaming in GSM countries: CDMA/GSM Global Phone, activated in the United States with compatible Subscriber Identity Module (SIM) card required. Ratesand plan details apply only when roaming on participating GSM networks in published Global Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. Where TXT messaging is available, Customer will be charged $0.50 for each message sent and $0.05 for each message received. TXT messaging rates are subject to change. TXT messages cannot exceed 140 characters and may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. Check www.vtext.com for the most current list of participating foreign carriers. TXT messages cannot be sent to e-mail addresses.

VZAccess and VZEmail (Mobile Broadband & Data Services)

VZAccess and VZEmail Calling Plans and Features: VZAccess includes NationalAccess (IXRTT) and BroadbandAccess (EVDO/4G) calling plans. VZEmail includes PDA/Smartphone and BlackBerry calling plans. VZAccess and VZEmail usage is subject to VZAccess Acceptable Use Policy, available on **www.verizonwireless.com**. VZEmail optional features may only be purchased in conjunction with eligible voice calling plan with a monthly access fee of $34.99 or higher. Monthly Megabyte allowances apply only to NationalAccess and BroadbandAccess data transmissions. Other data (Quick 2 Net℠ or dial-up) transmissions as well as voice calls will be billed at the per minute overage rate according to the VZAccess calling plan. For optional data features, "other data" will be billed as anytime minutes or at the per minute overage rate according to the underlying calling plan. When traveling outside the National Enhanced Services Rate and Coverage Area, Subscribers may be charged at the "other data" rate for data usage. NationalAccess data sessions require a NationalAccess capable PC Card, PDA, BlackBerry or handset with its compatible Mobile Office Kit, and must be placed within NationalAccess service area. BroadbandAccess data sessions require BroadbandAccess capable Equipment and must be placed within BroadbandAccess service area. PDA/Smartphone and BlackBerry users that move from a VZEmail plan or feature, or a Voice and Data Choice Bundle to another calling plan will not be able to use their PDA/Smartphone or BlackBerry on the new calling plan and will need to purchase or provide compatible voice Equipment to switch to the new calling plan. For current NationalAccess and BroadbandAccess service areas, please visit **www.verizonwireless.com**. All data sessions automatically terminate after 24 hours of activity and on unlimited calling plans after 2 hours if inactivity. Data session is inactive when no data is being transferred. Data session may seem inactive while data is actively being transferred to Equipment, or may seem active when it is actually cached and not transferring data. Subscriber MUST press or click END or DISCONNECT button to ensure that session disconnects and charges cease. Third-party applications may automatically reinitiate data sessions without the Subscriber pressing or clicking SEND or CONNECT button. Voice calls cannot be received when an e-mail or other data transmission is occurring. Voice calls are possible when NationalAccess data session is inactive; however, charges apply simultaneously to the data session and the voice call in accordance with the applicable calling plan. Voice calls are not available with BroadbandAccess. Customer must maintain virus protection when accessing the service. Customer is responsible for all charges, including all data sent and received and "overhead" whether or not Subscriber or recipients actually receive the data. "Overhead" is all data that is in addition to user-transmitted data, such as control, operational and routing instructions, error-checking characters and retransmissions of user-data messages that are received in error. VZEmail calling plans and optional features not available with PC cards or wireless modems, including wireless Equipment tethered to a PC. In order to use some VZEmail features and applications, Subscriber's PC (or server where applicable) must be powered on, able to receive e-mail, and have Equipment manufacturer software (BlackBerry Desktop, Wireless Sync or GoodLink) installed. If Equipment is turned off or if the Subscriber travels outside the NationalAccess service area, e-mail messages will be automatically stored for up to 7 days and forwarded when the Subscriber returns to the NationalAccess service area. Receiving e-mail attachments and graphics may be limited based on the Equipment model or software. With some Equipment, e-mails received may display only the first 2 kilobytes of information with additional 2 kilobyte increments delivered at the Subscriber's request.

Data Plans and Features Prohibited Uses: You may not use our Data Plans and Feature for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders," "cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other people or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive" functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited. For the Unlimited Broadband Access plans, should a customer exceed 5 GB of data usage within a given month, Verizon Wireless will limit data throughput speeds for the remainder of that month.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 5 GB per line in a given month is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and GlobalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk services cannot be

used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment.

VZEmail Megabyte (MB) Data Plans: Megabyte allowance and charges for kilobytes over the monthly allowance apply to NationalAccess and BroadbandAccess data sessions and are rounded to next full kilobyte at end of each billing cycle. Only total of kilobytes transmitted above allowance each billing cycle may appear on bill.

VZEmail Server Software (Wireless Sync Enterprise Server, GoodLink Server & BlackBerry Enterprise Server (BES)): Verizon Wireless is not the licensor of the Wireless Sync Enterprise Server, GoodLink Server or BES Server and makes no representations or warranties whatsoever, either express or implied, with respect to such servers and associated software. The Wireless Sync Enterprise Server software is manufactured by Intellisync. The GoodLink Server is manufactured by, and sold separately by Good Technology. The BES software is manufactured by Research in Motion ("RIM"). Any license for such software must be obtained directly from the software manufacturer either upon purchase or installation of the software. Customer support for the Wireless Sync Enterprise Server, GoodLink, or BES software must be obtained from the software manufacturer. If Verizon Wireless in its sole discretion determines that a PDA or BlackBerry related inquiry from a Subscriber is related to the Wireless Sync Enterprise Server, GoodLink or BES software and not one concerning Equipment or desktop software, it may transfer the service request to appropriate representatives of the software manufacturer. When you use Microsoft's Exchange ActiveSync, Notify's NotifyLink, or Intellisync's Intellisync Mobile Suite, every time you receive an email or other update you may be charged for an incoming TXT Message. To avoid TXT Messaging charges, you can set up timed synchronization or manually initiate synchronization.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see **www.verizonwireless.com**.

GlobalAccess: Global PC Card required for international use. Global PC Cards will not work in the United States or Canada and GlobalAccess Subscribers will need a NationalAccess or BroadbandAccess PC card for domestic use. The domestic and Global PC Cards cannot be used at the same time. GlobalAccess Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any Subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. Verizon Wireless SIM Cards are for use only with the Global PC Card and only for the purpose of this service. Subscriber is responsible for any unauthorized use of its SIM Cards and must safeguard security codes. Upon termination of service, Subscriber must destroy SIM Card. By using your Global PC Card outside the United States, Subscriber is solely responsible for complying with all applicable Foreign Laws. Verizon Wireless will not be liable for any damages that result from Subscriber's failure to comply with Foreign Laws.

GlobalEmail: GlobalEmail capable equipment required. Verizon Wireless reserves the right to terminate the GlobalEmail service of Subscribers that have less than half of their usage on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. SIM Cards are for use with GlobalEmail Equipment, and only for the purpose of GlobalEmail service. Customer is responsible for any unauthorized use of SIM Cards, and must safeguard security codes. Upon termination of service, please destroy any applicable SIM Cards. Subscribers using GlobalEmail outside the United States, agree that they are solely responsible for complying with all applicable foreign laws, rules and regulations ("foreign laws"). Customer agrees that Verizon Wireless is not liable for any damages that result from Subscriber's failure to comply with foreign laws. GlobalEmail Subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. TXT messaging billed at standard domestic and international TXT Messaging rates. Existing Verizon Wireless Subscribers migrating to GlobalEmail plans may be required to extend their Line Term.

Share Option

Share Option: Sharing is available only among Government Subscribers on applicable calling plans choosing the Share Option.

America's Choice for Business & Voice and Data Choice Bundles for Business Subscribers: (NOTE: Subscribers to America's Choice for Business and Voice and Data Choice Bundles for Business can share voice minutes across these plans and price points subject to some billing system limitations.). Sharing on these calling plans is for voice home airtime minutes only. Customer must maintain a minimum of five (5) Government Subscriber lines, all choosing a qualifying plan with Share Option. Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets (geographic regions may contain multiple Verizon Wireless markets). Sharing may require all Subscribers to be on the same billing account. Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers that have exceeded their anytime minutes during the same monthly billing period (Mobile to Mobile minutes and Night and Weekend minutes do not share). Each sharing Subscriber's Monthly Home Airtime Allowance Minutes apply first to that line. Unused Monthly Home Airtime Minutes are then shared with other sharing Subscribers that have exceeded their Monthly Home Airtime Allowance in order of highest usage. At the termination of the Agreement, Government Subscriber lines on America's Choice for Business with Share Option may be migrated onto applicable retail consumer pricing or Government pricing. Calling plan changes may not take effect until the billing cycle following the change request. Based on the geographic location of Customer's Government Subscribers, some Customers may have to have sharing Subscribers activated in more than one Verizon Wireless billing system. Sharing among Subscribers in multiple Verizon Wireless billing systems requires online invoicing or reporting, and a minimum of one hundred (100) Government Subscribers all choosing the Share Option. Unused minutes for cross billing system sharing will be distributed proportionally as a ratio of the minutes needed by each sharing Subscriber to the total minutes needed by all sharing Subscribers. Accounts that share across Verizon Wireless billing systems require set up that may take thirty (30) to sixty (60) days.

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

NationalAccess Roaming Feature: Not for use with Mobile Office Kits. Dynamic IP addresses will be assigned when roaming. Usage rounded up to next full kilobyte. For information on where NationalAccess Roaming is available, see www.verizonwireless.com.

Roaming in CDMA countries outside of the US: Roaming in CDMA countries is $0.69 per minute plus the servicing carrier's long distance charges, toll charges, surcharges and taxes, which are billed on a pass-through basis. Roaming rates in Canada and Mexico may vary. Roaming in CDMA countries is only available in "CDMA" mode where service is available. An update to Equipment software is required to roam in S. Korea.

Data Roaming: In the Canadian Broadband and Canadian Enhanced Services Rate and Coverage Areas, usage will be charged at a rate of $0.002/KB or $2.05/MB. In the Mexican Enhanced Services Rate and Coverage Area, usage will be charged at a rate of $0.005/KB or $5.12/MB. For more information on roaming in Canada and Mexico, visit verizonwireless.com/naroaming. In the Bermuda, China, Dominican Republic, Guam, India, Israel, Saipan and South Korea Enhanced Services Rate and Coverage Areas, usage will be billed at a rate of $0.02/KB or $20.48/MB. I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Share

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans. Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans on the same profile, in the same usage group. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines on the same profile. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

verizon

Appendix D
DIR Contract No. DIR-TSO-3415
Verizon Wireless Customer Agreement

This agreement is dated 06/23/2016 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and WILLIAMSON COUNTY PARKS & RECR("Customer"), a customer as defined in Appendix A in the Contract for Products and Related Services between the State of Texas Department of Information Resources (the "DIR) and Verizon Wireless, DIR Contract No. DIR-TSO-3415 (the "DIR Agreement") with an effective date of April 27, 2016.

This Customer Agreement shall be governed by the terms and conditions of the DIR Number DIR-TSO-3415. A copy of the DIR Agreement is incorporated herein by reference and is available online at http://www.dir.texas.gov or upon request from your Account Manager.

Authorized Customer is eligible and desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the DIR Agreement, any and all amendments, addenda and schedules as the DIR may specify from time to time, as well as the terms and conditions of all calling plans activated under this Customer Agreement, which are incorporated herein by reference.

DIR will only be responsible for services provided to DIR and will not be responsible for payments for services provided to any individual Customer.

The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for equipment and services provided hereunder.

The Authorized Customer agrees to the terms and conditions of the DIR Agreement including the disclosure of limited account information as part of the contractual reporting requirements to DIR.

The undersigned represents and warrants that he/she has the power and authority to execute this Customer Agreement, bind the respective Authorized Customer, and that the execution and performance of this Customer Agreement has been duly authorized by all necessary Authorized Customer action.

The undersigned is duly authorized by the Authorized Customer to designate the following individual(s) (the "Authorized Contacts") who are authorized to take action with respect to the account with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Customer Agreement, and the DIR Agreement.

FEIN Number: Existing Vendor Customer Account Number(s): **0321958576-00001**

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.):

Verizon Wireless Sales Representative Name: Rick Malmgren and Wireless Phone Number: 512.627.6099 and GID: STTDR

Verizon Wireless Profile ID(s):

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 23rd day of June ,20**16**

Customer Name: WILLIAMSON COUNTY PARKS & RECR	**Verizon Wireless:**
Authorized Signature:	**Authorized Signature:**
Printed Name:	**Printed Name:** Otto Hernandez
Title:	**Title:** Associate Director
Date:	**Date:** 6/23/16

Commissioners Court - Regular Session **52.**

Meeting Date: 07/12/2016

Extending Miniature Train Operation Contract (04WCP4206)

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the renewal of Miniature Train Operation, Bid #04WCP4206, for the same pricing, terms and conditions as the existing Contract for the term of October 1, 2016 - September 30,2021, with Texas Bells & Whistles.

Background

This is the second extension of two (2) possible, five (5) year renewal options.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal Form - Texas Bells

Form 1295 - Texas Bells

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/05/2016 10:21 AM
Form Started By: Sydney Richardson		Started On: 07/05/2016 10:11 AM
Final Approval Date: 07/05/2016		

WILLIAMSON COUNTY
1848

Summary Agreement for Renewal of Williamson County Contract

Purchase/Contract Type:	Goods/Services	**Department:**	Parks
Vendor Name:	Texas Bells & Whistles		
Vendor Address:	6110 Anemone Cove, Austin, Texas 78759		
Purpose/Intended Use of Product or Service (summary):			
Miniature Train Operation			
P.O./Contract Number:	04WCP4206	**Effective Date:**	10/01/2016
Purchaser/Contract Specialist:	Sydney Richardson	**Expiration Date:**	09/30/2021
Requested By:	Randy Bell, Department Director		
Detailed description of renewal of product and/or service.			

- **Williamson County wishes to extend this proposal for the same pricing, terms and conditions as the existing contract, and all prior amendments thereto.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN PROPOSAL.
- **Extend Contract for the 2nd of two (2), five (5) year renewal option periods:**

Renewal Option Period 2	October 1, 2016 – September 30, 2021
Renewal Option Period 1	September 27, 2011 – September 30, 2016
Initial Contract Period	September 03, 2004 – September 30, 2011

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET OUT HEREIN

Vendor Texas Bells & Whistles

Name Holly Alaria

Title Member

Signature [signature]

Date June 24, 2016

Williamson County, 710 Main St., Georgetown, TX 78626

Dan A. Gattis

Williamson County Judge

Signature _____

Date _____

Two (2) Signed Originals & One (1) photocopy must be submitted

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY AFFIDAVIT AUTHORIZED VENDOR REPRESENTATIVE

I hereby swear, affirm and represent to Williamson County that my signature below represents that I am authorized to bind the bidder/proposer to fully comply with the pricing, terms and conditions for the Contract listed below and any extension thereof, if applicable.

Note: If Signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a Genera Partnership, a Power of Attorney or equivalent document must be submitted to the Williamson County Purchasing Department prior to being recommended for award of the contract or renewal.

Contract Number:	04WCP4206
Contract Name:	Miniature Train Operation
Printed Name of Person Submitting Affidavit:	Holly Alario
Name of Company:	Texas Bells & Whistles
Date:	June 24, 2016
Signature of Person Submitting Affidavit:	Holly Alario

On this, the 24 day of June, 2016, before me a notary public, the undersigned officer, personally appeared Holly Alario, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she/he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public Edna M. Ayala

EDNA M. AYALA NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-22-2017

Two (2) Signed Originals & One (1) photocopy must be submitted

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:
2016-72394

Date Filed:
06/16/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Texas Bells and Whistles
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
04WCP4206
Miniature train operation

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Alario, Holly	Austin, TX United States	X	
Knowles, Kenneth	Austin, 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.

EDNA M. AYALA NOTARY PUBLIC STATE OF TEXAS EXPIRES 3-22-2017

AFFIX NOTARY STAMP/SEAL ABOVE

Holly Alario
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Holly Alario, this the 24 day of June, 20 16, to certify which, witness my hand and seal of office.

Edna M. Ayala — Edna M. Ayala — Notary
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Commissioners Court - Regular Session **53.**

Meeting Date: 07/12/2016

Advertise Milling and Overlay Ronald Reagan Blvd

Submitted For: Max Bricka **Submitted By:** Connie Singleton, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Milling and Overlay Ronald Reagan Blvd, Bid # 1607-101.

Background

This bid is to solicit contractors to provide materials, experienced milling and overlay crews and equipment to resurface Ronald Reagan Blvd. This project will be completed in 2 phases of 25 days each phase, with an estimated cost of $2,144,172.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Pack MO RR

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Connie Singleton		Started On: 07/05/2016 11:08 AM
Final Approval Date: 07/06/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Milling and Overlay Ronald Reagan Blvd.

BIDS MUST BE RECEIVED ON OR BEFORE:
Aug 9, 2016 3:00:00 PM CDT
BIDS WILL BE PUBLICLY OPENED:
Aug 9, 2016 3:00:00 PM CDT

Notice is hereby given that sealed Bids 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 bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this bid.

All electronic bids must be submitted via: www.bidsync.com

All interested Bidders 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 IFB.

Bidders are strongly encouraged to carefully read this entire IFB.

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 and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **IFB NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

- ✓ Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
- ✓ Bidder should submit one (1) original; **AND** one (1) CD **OR** (1) USB copy of the Bid.
- ✓ **Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**
- ✓ Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
- ✓ Facsimile transmittals will NOT be accepted.

✓ Bids will be 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 Bidder'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 IFB 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 1607-101
Milling and Overlay Ronald Reagan Blvd.

Bid Number	**1607-101**
Bid Title	**Milling and Overlay Ronald Reagan Blvd.**
Expected Expenditure	**$2,144,172.00** (This price is expected - not guaranteed)
Bid Start Date	**In Held**
Bid End Date	**Aug 9, 2016 3:00:00 PM CDT**
Question & Answer End Date	**Aug 5, 2016 5:00:00 PM CDT**
Bid Contact	**Connie Singleton** **512-943-1553** **csingleton@wilco.org**
Contract Duration	**50 days**
Contract Renewal	**Not Applicable**
Prices Good for	**365 days**
Pre-Bid Conference	**Jul 26, 2016 3:00:00 PM CDT** **Attendance is optional** **Location: Williamson County - Road and Bridge** **3151 S.E. Inner Loop** **Georgetown, TX**

Bid Comments

Milling and Overlay Ronald Reagan Blvd.
Williamson County is seeking qualified Contractors to provide materials, experienced milling and overlay crews and equipment to resurface Ronald Reagan Blvd. The project will take a total of 50 days for Phase I and II at an estimated cost of $2,144,172.
A time frame of 25 days for Phase I and 25 days for Phase II is given for completion of Plans included in this bid. This may begin at time specified by the county within the 365 days of the pricing quoted on this bid, starting on day of award. The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification.

BID CHECK LIST

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.

Pricing/Bid Form - enter total of Phase 1 and Phase 2 on first line item and attach the completed Bid Forms.

IFB (Bid) Affidavit – fillable form – complete and accept
Conflict of Interest Form – fillable form – complete and accept
References - fillable form – complete and accept
Bid Bond – see details below

If delivering a paper bid instead of electronic; (1) original, (2) copies and (1) USB or CD copy of the required documents must be completed and delivered in a sealed, fully labeled envelope to:
Williamson County Purchasing
Attn: 1607-101 Milling and Overlay Ronald Reagan
901 South Austin Ave
Georgetown, TX 78626.

Time of Performance
Phases 1 and 2
This project includes two (2) phases. The Successful Bidder will be contracted to complete work on both

Phases 1 and 2 within stated allotted time.
Phase 1 (from SH 29 to Station 138+05) is projected to be completed by September 30th, 2016, within the County fiscal year 2016 (October 1st, 2015 to September 30th, 2016).
Depending on the budget, the County shall determine if Phase 2 (from Station 138+05 to FM 3405) will occur within fiscal year 2016 or if it will be delayed until the next fiscal year, 2017 (October 1st, 2016 to September 30th, 2017). If Phase 2 does not commence within the fiscal year 2017, Phase 2 will be terminated from this contract and will open for re-bid at a later date.
This may begin at time specified by the county within the 365 days of the pricing quoted on this bid, starting on day of award. The Contractor will be given written notice to begin work on this project. Work on this project shall begin within ten (10) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated damages are $200 per calendar day.
Contract Administration
J. Terron Evertson , P.E. (or successor), Director of Road and Bridge, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas 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 Bidder.
BID BOND REQUIRED
Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in Bidsync and you choose to use Surety 2000, you may import your bid bond directly from the Surety 2000 web site.
To use a different bond provider you MUST:
Scan the completed bond
Download the completed bond to the line item of this bid with your other required documents.
On all bids requiring a bid bond – you MUST supply the bond according to the instructions below or your bid will be disqualified.
All Bids shall be accompanied by either:
A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the state of Texas.
OR
A certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price;
For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.
Bid bonds other than Surety 2000 must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid. Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.

Performance and Payment Bonds
To the extent this IFB is for the procurement of a public work contract, the following shall apply:

Chapter 262.032 of the Texas Local Government Code governs the requirements for performance 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.

Chapter 2253.021 of the Texas Government Code governs the requirements for payment bonds for government entities making public work contracts. 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 and delivered to the County prior to issuing Notice to Proceed . The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

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.

Warranty Bond
When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to

Proceed, and shall be in the amount of 20% of the total project construction cost. This Warranty Bond shall be security for the true and faithful performance of all warranties for 1 year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

Insurance Requirements
The Successful Bidder agrees to maintain insurance in accordance with this IFB.

Successful Bidder will be required to submit Certificates of Insurance prior to being awarded the Contract . A copy of the issued policy should be submitted to the Purchasing Department within 60 days of the contract award date.

All certificates of insurance coverage as specified below must be provided to Williamson County at the following address:
Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement between the Successful Bidder and County.

By signing its Bid, the Successful Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement, at Successful Bidder's cost, insurance in accordance with this provision.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation	**Statutory – Texas Law**
B. Employer's Liability:	
Bodily Injury by Accident	**$500,000 Ea. Accident**
Bodily Injury by Disease	**$500,000 Ea. Employee**
Bodily Injury by Disease	**$500,000 Policy Limit**

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

COVERAGE	**PER PERSON PER**	**OCCURRENCE**
Comprehensive General Liability	**$1,000,000**	**$1,000,000**

Aggregate policy limits: $1,000,000

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

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

E. Umbrella Coverage: $1,000,000

Successful Bidder's property will not be covered by any insurance that may be carried by Williamson County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around Williamson County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. Williamson County shall be named as an additional insured under any policy of insurance required hereunder.

Successful Bidder shall not commence any work until it has obtained all required insurance and such

insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed in until all required insurance has been obtained by such subcontractor (s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certification of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

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 such as Williamson County. The rule requires Williamson County 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 the 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 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 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. 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) 943-546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. 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.

Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a workers' compensation 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.
Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
Contractor--A person bidding for or awarded a building or construction project by Williamson County.
Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
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.

Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by Williamson County.
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.
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 workers compensation coverage to Williamson County 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 Williamson County showing that coverage has been extended.
E. The contractor shall obtain from each person providing services on a project, and provide to Williamson County:
a certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and
no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
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:
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;
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;
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;
obtain from each other person with whom it contracts, and provide to the contractor:
a certificate of coverage, prior to the other person beginning work on the project; and
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;
retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
notify Williamson County 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
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 Williamson County 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 Williamson County 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

Item Response Form

Item	**1607-101--01-01 - Enter TOTAL and attach Bid Form and any other required documents here.**
Quantity	**1 contract**
Unit Price	
Delivery Location	**Williamson County, Texas**

Road and Bridge
3151 S. E. Inner Loop
Suite B
Georgetown TX 78626
Qty 1

Description
Enter TOTAL and attach Bid Form and any other required documents here.
Enter total on this line for Bid Form Phase 1 and Bid Form Phase 2. Then complete the itemized Bid forms and upload to this line item.

1.0 BID FORMAT AND SUBMISSION

1.1 Organization of Bid Contents for Submittal

Each Bid should be organized and items submitted in the order described in of this IFB.

1.2 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 amended.

As of January 1, 2006, Bidders are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the Williamson County website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor, with Williamson County or any other entity or person involved in any way in the project that is the subject of this IFB.** Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor, with any employee or official of Williamson County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with Williamson County employees or officials may be cause for termination. Williamson County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a Williamson County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement in accordance with this IFB.

1.3 Certificate of Interested Parties

As of January 1, 2016, Bidders 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 Bidder unless the Bidder submits a disclosure of interested parties to Williamson County at the time the Bidder submits the signed contract to Williamson County. The law applies only to a contract of Williamson County that either (1) requires an action or vote by the Commissioners Court before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

By January 1, 2016, the Texas Ethics Commission will make available on its website a new filing application that must be used to file Form 1295. A Bidder must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number. An authorized agent of the Bidder must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with Williamson County.

Williamson County must 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.

Information regarding how to use the filing application will be available on the Texas Ethics Commission website by January 1, 2016.

1.4 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.

1.5 Bid Submittal Deadline

The Bid is due no later than the submittal date and time set forth in the 'Public Announcement and General Information' listed above for this IFB. Contents of each Bid shall be submitted in accordance with this IFB.

1.6 Delivery of Bids

Williamson County uses BidSync to distribute and receive bids and proposals Bids can be submitted electronically through BidSync or by hard copy. Refer to www.bidsync.com for further information.

If mailed or delivered in person, Bids and Bid 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 IFB, to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue Georgetown, Texas 78626

Williamson County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Bidder should submit one (1) original, and one (1) copy of their Bid on CD (or other portable storage device). Bids will be opened publicly and read aloud. In the case of an RFP (Request for Proposal) submissions may be recognized in a manner to avoid public disclosure of contents; however, names of Bidders will then be read aloud.

Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."

2.1 INSTRUCTIONS AND GENERAL REQUIREMENTS RELATED TO THIS BID

Read this document carefully. Follow all instructions and requirements. You are responsible for fulfilling all requirements and specifications. Be sure you have a clear understanding of this IFB.
General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the Bid Specifications, Addenda issued as a part of this IFB and Modifications issued as a part of this IFB. Be sure your Bid package is complete.

2.2 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.

2.3 Notification of Most Current Address

Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of Bids.

2.4 Bid Preparation Cost

Cost of developing Bids is entirely the responsibility of Bidders and shall not be charged to Williamson County.

2.5 Signature of Bidder

If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.
If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.
If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.
If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney or equivalent document must be submitted to the Williamson County Purchasing Department.

2.6 Assumed Business Name

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

2.7 Bid Obligation

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any ensuing Agreement.

2.8 Compliance with IFB Specifications

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of Williamson County, result in disqualification.

2.9 Withdrawal of Bid

The Bidder may withdraw its Bid by submitting a written request over the signature of an authorized individual, as described herein above, to the Williamson County Purchasing Department any time prior to the submission deadline. The Bidder may thereafter submit a new Bid prior to the deadline. Modification of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

2.10 Evaluation/Award

Williamson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the BID process) that might affect Williamson County's judgment as to the appropriateness of an award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. Williamson County shall have sole discretion for determining the reliability of the source.
To ensure the proper and fair evaluation of a solicitation, Williamson County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation then in evaluation, or any future solicitation.

Communication between Bidder and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

To award the lowest responsible bidder in accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

- Price
- Bidder's experience and reputation
- Quality of the Bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed in the IFB

Consideration of Location of Principal Office

Pursuant to Texas Local Government Code Section 271.905, in purchasing under this title any real property or personal property that is not affixed to real property, if Williamson County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three percent (3%) of the lowest bid price received by Williamson County from a Bidder who is not a resident of Williamson County, Williamson County may enter into a contract with:
the lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Williamson County Commissioners Court determines, in writing, that the local Bidder offers Williamson County the best combination of contract price and additional economic development opportunities for Williamson County created by the contract award, including the employment of residents of Williamson County and increased tax revenues to Williamson County.

This consideration does not prohibit Williamson County from rejecting all Bids. 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 goods and/or services covered in this IFB, 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.

Awards should be made approximately sixty (60) business days after the Bid opening date Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

2.11 Responsibility

It is expected that a prospective Bidder will be able to affirmatively demonstrate Bidder's responsibility. A prospective Bidder should be able to 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 that can be determined thru references provided
d) have a satisfactory record of performance with Williamson County; and e) 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.

2.12 Firm Pricing

For unit price items, 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. Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period. Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2.13 Purchase Orders

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

2.14 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.

2.15 References

Williamson County may require Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years. References should be provided in accordance with this IFB.

3.1 DEFINITIONS, TERMS AND CONDITIONS

3.2 Definitions

a) "Addenda" – Means any written or graphic instruments issued by Williamson County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.
b) "Agreement" – The Successful Bidder may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and Bidder's Bid. Such ensuing Agreement(s) shall contain the Bid Specifications, Terms and Conditions that are derived from the IFB.
c) "Contract" – This IFB and the Bid of the Successful Bidder shall become a contract between the Successful Bidder and
d) Williamson County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.
e) "Bid Documents" – The Legal Notice, IFB including attachments, and any Addenda issued by Williamson County prior to the consideration of any Bids.
f) "Bid" – The completed and signed bid form referred to as the Price Sheet and ALL required forms and documentation listed in the bid package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.
g) "Bidder" – A person or entity who submits a Bid in response to this IFB.
h) "IFB" – Refers to this document, together with the attachments thereto and any future addenda issued by Williamson County.
i) "Successful Bidder"– The liable Bidder to whom Williamson County intends to award the Contract.

3.2.1 Venue and Governing Law

Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any ensuing Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any ensuing Agreement is governed by the laws of the United States, this IFB, the Contract and any ensuing Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

3.2.2 Incorporation by Reference and Precedence

The Contract shall be derived from (1) the IFB and its Schedules; and (2) the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the IFB and its Schedules; and (2) the Bidder's Bid.

In the event Williamson County requires that an ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the ensuing Agreement, (2) the IFB, and its Schedules; and (3) the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Agreement, (2) the IFB; and (3) the Bidder's Bid.

3.2.3 Ownership of Bid

Each Bid shall become the property of Williamson County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

3.2.4 Disqualification of Bidder

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to Williamson County certifies that the Bidder has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if Williamson County believes that collusion exists among the Bidders.

3.2.5 Funding

Williamson County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on Williamson County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

3.2.6 Assignment, Successors and Assigns

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County Commissioners Court. The Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

3.2.7 Implied Requirements

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

3.2.8 Termination

a) **Termination for Cause:** Williamson County reserves the right to terminate the Contract and/or any ensuing Agreement for default if the Successful Bidder breaches any of the IFB Specifications, Terms and Conditions, including warranties of Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Williamson County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Williamson County's satisfaction, and/or to meet all other obligations and requirements.

b) **Termination for Convenience:** Williamson County may terminate the Contract and/or any ensuing Agreement for convenience and without cause or further liability, upon no less than thirty (30) calendar day's written notice to Successful Bidder. Williamson County reserves the right to extend this period if it is in the best interest of the County. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

3.2.9 Non-Performance

It is the objective of Williamson County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to Williamson County's satisfaction. In the event of such non-performance, Williamson County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If Williamson County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse Williamson County, within ten (10) calendar days of demand, for all costs incurred by Williamson County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse Williamson County as set out in this provision, Williamson County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

3.2.10 Proprietary Information and Texas Public Information Act

All material submitted to Williamson County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Williamson County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, Williamson County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid 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 Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the
Attorney General of the State of Texas.

3.2.11 Right to Audit

Successful Bidder agrees that Williamson County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Successful Bidder agrees that Williamson County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Successful Bidder reasonable advance notice of intended audits.

3.2.12 Testing and Inspections

Williamson County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, Williamson County can deem the Bidder to be in breach and terminate the Contract and/or any ensuing Agreement(s).

3.2.13 Bid Preparation Cost

Cost of developing Bids is the sole responsibility of Bidders and shall not be charged to Williamson County. There is no expressed or implied obligation for Williamson County to reimburse Bidders for any expense incurred in preparing a Bid in response to this IFB and Williamson County will not reimburse Bidders for such expenses.

3.2.14 INDEMNIFICATION

SUCCESSFUL BIDDER SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM ACTIVITIES OF BIDDER, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED HEREUNDER THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF BIDDER OR ANY OF BIDDER'S AGENTS, SERVANTS OR EMPLOYEES, AS WELL AS ALL CLAIMS OF LOSS OR DAMAGE TO THE BIDDER'S AND WILLIAMSON COUNTY'S PROPERTY, EQUIPMENT, AND/OR SUPPLIES.

FURTHERMORE, WILLIAMSON COUNTY, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES SHALL NOT BE LIABLE FOR DAMAGES TO THE SUCCESSFUL BIDDER ARISING FROM ANY ACT OF ANY THIRD PARTY, INCLUDING, BUT NOT BEING LIMITED TO THEFT. SUCCESSFUL BIDDER FURTHER AGREES TO INDEMNIFY, DEFEND AND SAVE HARMLESS WILLIAMSON COUNTY FROM, ITS OFFICIALS, EMPLOYEES, AGENTS AND AGENTS' EMPLOYEES AGAINST ALL CLAIMS OF WHATEVER NATURE ARISING FROM ANY ACCIDENT, INJURY, OR DAMAGE WHATSOEVER CAUSED TO ANY PERSON OR TO THE PROPERTY OF ANY PERSON OCCURRING IN RELATION TO SUCCESSFUL BIDDER'S PERFORMANCE OF ANY SERVICES REQUESTED HEREUNDER DURING THE TERM OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S).

SUCCESSFUL BIDDER SHALL TIMELY REPORT ALL CLAIMS, DEMANDS, SUITS, ACTIONS, PROCEEDINGS, LIENS OR JUDGMENTS TO WILLIAMSON COUNTY AND SHALL, UPON THE RECEIPT OF ANY CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT, NOT LATER THAN THE FIFTEENTH (15TH) DAY OF EACH MONTH; PROVIDE WILLIAMSON COUNTY WITH A WRITTEN REPORT ON EACH SUCH MATTER, SETTING FORTH THE STATUS OF EACH MATTER, THE SCHEDULE OR PLANNED PROCEEDINGS WITH RESPECT TO EACH MATTER AND THE COOPERATION OR ASSISTANCE, IF ANY, OF WILLIAMSON COUNTY REQUIRED BY SUCCESSFUL BIDDER IN THE DEFENSE OF EACH MATTER. SUCCESSFUL BIDDER'S DUTY TO DEFEND, INDEMNIFY AND HOLD WILLIAMSON COUNTY HARMLESS SHALL BE ABSOLUTE. IT SHALL NOT ABATE OR END BY REASON OF THE EXPIRATION OR TERMINATION OF THE CONTRACT AND/OR ANY ENSUING AGREEMENT(S) UNLESS OTHERWISE AGREED BY WILLIAMSON COUNTY IN WRITING. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ALL SUCH MATTERS NO MATTER WHEN THEY ARISE.

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES AS TO WHETHER A CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT APPEARS TO HAVE BEEN CAUSED BY OR APPEARS TO HAVE ARISEN OUT OF OR IN CONNECTION WITH ACTS OR OMISSIONS OF WILLIAMSON COUNTY, BIDDER SHALL NEVER-THE- LESS FULLY DEFEND SUCH CLAIM, DEMAND, SUIT, ACTION, PROCEEDING, LIEN OR JUDGMENT UNTIL AND UNLESS THERE IS A DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT THE ACTS AND OMISSIONS OF BIDDER ARE NOT AT ISSUE IN THE MATTER.

SUCCESSFUL BIDDER'S INDEMNIFICATION SHALL COVER, AND SUCCESSFUL BIDDER AGREES TO INDEMNIFY WILLIAMSON COUNTY, IN THE EVENT WILLIAMSON COUNTY IS FOUND TO HAVE BEEN NEGLIGENT FOR HAVING

SELECTED SUCCESSFUL BIDDER TO PER THE WORK DESCRIBED IN THIS REQUEST. THE PROVISION BY SUCCESSFUL BIDDER OF INSURANCE SHALL NOT LIMIT THE LIABILITY OF SUCCESSFUL BIDDER UNDER THE CONTRACT AND/OR ANY ENSUING AGREEMENT.

3.2.15 Waiver of Subrogation

Successful Bidder and Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Williamson County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any ensuing Agreement.

3.2.16 Relationship of the Parties

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give Williamson County the right to direct the Successful Bidder as to details of doing work herein covered or to exercise a measure of control over the work shall be deemed to mean that the Successful Bidder shall follow the desires of Williamson County in the results of the work only. Williamson County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. Williamson County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of Williamson County, and that the Successful Bidder and its employees, agents and sub- contractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by Williamson County.

3.2.17 Sole Provider

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that Williamson County may contract with other providers of such goods and/or services if Williamson County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of Williamson County.

3.2.18 Force Majeure

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

3.2.19 Severability

If any provision of this IFB, the Contract or any ensuing Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, but rather the entire IFB, Contract or any ensuing 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 IFB, the Contract or any ensuing 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 IFB, the Contract or any ensuing Agreement and be deemed to be validated and enforceable.

3.2.20 Equal Opportunity

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

3.2.21 Notice

Any notice to be given shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

Williamson County Purchasing Department Purchasing Agent 901 South Austin Avenue Georgetown, Texas 78626

Bidder: Address set out in IFB referred to as the Bid Affidavit.

Notices given in accordance with this provision shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third

3.2.22 Sales and Use Tax Exemption

Williamson County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and/or goods subject hereof are being secured for use by Williamson County.

3.2.23 Compliance with Laws

Williamson County and Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any ensuing Agreement, including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish Williamson County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

3.2.24 Incorporation of Schedules, Exhibits, Appendices & Attachments

All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. All of the Schedules, Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the contract documents will be resolved at the sole discretion of the Williamson County Commissioners Court.

3.2.25 No Waiver of Immunities

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

3.2.26 No Waiver

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any ensuing Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

3.2.27 Current Revenues

The obligations of the parties under the Contract and any ensuing Agreement do not constitute a general obligation or indebtedness of Williamson County for which Williamson County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that Williamson County shall have the right to terminate the Contract and any ensuing Agreement at the end of any Williamson County fiscal year if the governing body of Williamson County does not appropriate sufficient funds as determined by Williamson County's budget for the fiscal year in question. Williamson County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

3.2.28 FOB – Destination

To the extent applicable to this IFB, 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 Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to Williamson County until receipt and acceptance takes place at the FOB Destination point.

3.2.29 Binding Effect

This Contract and any ensuing Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

3.2.30 Assignment

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of Williamson County.

3.2.31 Safety

Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

3.2.32 General Obligations and Reliance

Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep Williamson County informed of the progress and quality of the services. Successful Bidder agrees and acknowledges that Williamson County is relying on Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Williamson County in accordance with Williamson County's requirements and procedures. Successful Bidder's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Williamson County nor shall the Successful Bidder be released from any liability by reason of such approval by Williamson County, it being understood that Williamson County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

3.2.33 Estimated Quantities

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only an estimate -- the actual quantity to be purchased may be more or less. Williamson County is not obligated to purchase any minimum amount, and Williamson County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

3.2.34 Contractual Development

The contents of the IFB and the selected Bid will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an ensuing Agreement. Therefore, the Bidder must agree to inclusion in an ensuing Agreement of the Bid Specifications, Terms and Conditions of this IFB. If an ensuing Agreement is required under this IFB, information relative to the Agreement will be located in the Special Provisions Section of this IFB.

3.2.35 Survivability

All applicable agreements that were entered into between Successful Bidder and Williamson County under the terms and conditions of the Contract and/or any ensuing Agreement shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

3.2.36 Air Quality

In determining the overall best Bid, Williamson County may, to the extent applicable, exercise the following option granted to local governments under the Texas Local Government Code.

Option – TLGC § 271.907. This option allows Williamson County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for Williamson County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. Bidders are expected to meet all mandated state and federal air quality standards.

3.2.37 Entire Agreement

The Contract and any ensuing Agreement shall supersede all prior Agreements, written or oral between the Successful Bidder and Williamson County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or

goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified amended or altered except by writing signed by the Successful Bidder and Williamson County.

3.2.38 Payment

Williamson 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 Williamson 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 Williamson 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 Williamson 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, Williamson County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date Williamson 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 Williamson 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:

a) Name, address, and telephone number of Successful Bidder and similar information in the event the payment is to be made to a different address
b) Williamson County contract, Purchase Order, and/or delivery order number
c) Identification of items or service as outlined in the Contract
d) Quantity or quantities, applicable unit prices, total prices, and total amount
e) 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: accountspayable@wilco.org , 512-943-1500.

3.2.39 Contractual Formation and Ensuing Agreement

The IFB and the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County.

If an ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement ***before*** submitting a Bid. Again, the attached Agreement contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for Williamson County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

3.2.40 Cooperative Purchasing Program

During the term of the Contract resulting from this IFB, Williamson County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this Invitation to Bid is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with Williamson County. Any liability created by Purchase Orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

3.2.41 Insurance Requirements

To the extent applicable Insurance information will appear in the Special Provisions section of this IFB.

3.2.42 Bidders Bond, Warranty Bond, Performance and Payment Bonds

To the extent applicable Bond information will appear in the Special Provisions section of this IFB.

3.2.43 Legal Liability Information

The Successful Bidder shall disclose all legal liability information by listing any pending litigation or anticipated litigation that your firm is involved in, including but not limited to, potential or actual legal matters with private parties and any local, State, Federal or international governmental entities. Williamson County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Williamson County Commissioners Court.

3.2.44 Inclement Weather

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal submission deadline, the bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgment call to extend any deadline.

GENERAL NOTES AND TECHNICAL SPECIFICATIONS

Definition of Terms

Asphalt Season: April 1 through September 30.

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the IFB.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer, or designee, supplied full time or part time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the Inspector) for a continuous period of at least 8 hrs. (excluding lunch) between 7:00 A.M. and 6:00 P.M. Time begins with crews on site with equipment and ready for operation.

Phases 1 and 2

This project includes two (2) phases. The Successful Bidder will be contracted to complete work on both Phases 1 and 2 within stated allotted time.

Phase 1 (from SH 29 to Station 138+05) is projected to be completed by September 30th, 2016, within the County fiscal year 2016 (October 1st, 2015 to September 30th, 2016).

Depending on the budget, the County shall determine if Phase 2 (from Station 138+05 to FM 3405) will occur within fiscal year 2016 or if it will be delayed until the next fiscal year, 2017 (October 1st, 2016 to September 30th, 2017).

If Phase 2 does not commence within the fiscal year 2017, Phase 2 will be terminated from this contract and will open for re-bid at a later date.

General Notes

Unless set forth otherwise, all Work performed shall comply with requirements which pertain to the various items of Work included as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted

November 1, 2014, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with the said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project per phase. The overlay project shall begin within five (5) working days after such notification and shall continue for twenty-five (25) working days for Phase 1 and twenty-five (25) working days for Phase 2, for a total of fifty (50) days for both Phase 1 and 2 combined.

Contractor shall not begin work prior to the beginning of the asphalt season (April 1), nor after the ending of the asphalt season (September 30), except with the approval of the Engineer.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the date in which overlay work is to begin. Once the written Notice to Proceed is given by Williamson County, the Contractor has five (5) working days to begin the work. Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not begin the overlay work.

Contractor specifically acknowledges that Williamson County will sustain damages for each working day beyond the required dates of completion of the overlay work. Because of the impracticality and extreme difficulty of fixing and ascertaining Williamson County's actual damages, Contractor agrees that two-hundred and No/100 Dollars ($200.00) per working day shall be retained by Williamson County from any amounts due Contractor for every day that Contractor does not complete the overlay work.

Periods of time (i) during which Williamson County suspends the work by written notice to Contractor, or (ii) during which contractor has performed work and is waiting for Williamson County’s acceptance, or (iii) during which a delay directly related to delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Contractor's or Williamson County's reasonable control, shall not be taken into account in computing the amount retained. In the event that work received by Williamson County is found to be incomplete, the period of time from the end of the performance of the work to the receipt of subsequent performance necessary to produce completed work will be taken into account in computing the number of days and the amount retained.

Contractor shall submit a basic work plan, bar chart, or schedule for the Engineer to review one week prior to commencement of work.

Once work begins, Contractor shall continuously execute the work until completion n, unless otherwise directed by Engineer.

Nighttime, weekend and holiday work is allowed with prior approval by Engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by the Engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

Contractor shall determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where drivers' views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

An English-speaking Superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the Inspector with contact information for the Superintendent.

The contractor shall place two (2) "electronic" Portable Changeable Message Signs (PCMS) at locations requiring lane closures for one-week prior to the closures, or as directed. Obtain approval from Engineer for the actual message that will appear on the boards. If more than two phases of a message are required per board, then provide additional PCMS's to meet the two-phases-per-board requirement.

The Contractor will be required to maintain a minimum of one through lane with flaggers/pilot vehicle during milling or paving operations, except with written approval by the Inspector.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by Engineer.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Provide a smooth, clean sawcut along the existing asphalt pavement structure, as directed. Consider subsidiary to the pertinent Items.

Full depth repair areas shall be determined in the field by the Engineer with a minimum width of 6' and a minimum length of 40'.

All excavated full depth repair areas shall be restored with Type C HMAC and must be completely finished before opening to traffic.

Areas of the edge/end transition that are milled shall be under sealed and overlaid the same day and completely finished before opening to traffic.

Contractor shall be responsible for hauling and disposing of all planing ACP materials off the project site. Consider subsidiary to the pertinent Items.

The Contractor shall configure the longitudinal joints of the surface course placement to be away from the wheel paths, preferably to coincide with lane lines.

The actual quantity required may vary from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item.

All accepted “Plane Asphalt Concrete Pavement” will be measured by the square yard of specified milling areas. Thickness of milling for overlay transverse/longitudinal tapers shall be 0” to 2”, and for specified full depth repair areas shall be 3”.

All accepted sealing will be measured by the gallon of asphalt (oil) and by cubic yard of aggregate. Thickness of sealing shall be no greater than ¼”.

All accepted “Dense-Graded Hot-Mix Asphalt” (Type D and Type C) will be measured by the ton of composite hot mix, which includes asphalt, aggregate, and additives. Thickness of overlay application shall be 2”, and for specified full depth repair areas shall be 3”.

County will pay to the Contractor, for the satisfactory performance of the work, a specified unit price per square yard of milling, per gallon of asphalt (oil), per cubic yard of aggregate, per ton of hot mix, and per linear-foot of striping. This price shall be full compensation for furnishing all labor, equipment, time, materials and incidentals necessary to complete the Work. Surface preparation and cleaning shall be considered a part of the work and will not be measured or paid in addition to the above stated unit price.

Testing may be performed at the request of the County any time during the length of the contract through an independent testing laboratory. Testing may be requested by the County on any and/or all items on this contract. If the results determine the item did not meet specifications, then the cost of the testing will be borne by the Contractor. If the results of the test determine that the item did meet specifications, the cost of the testing will be borne by the County.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess asphalt and other materials, as specified by the Engineer, will be removed at the Contractor’s expense.

All construction equipment involved in roadway work shall be equipped with a permanently mounted 360 degree revolving or strobe warning light with amber lens. This light shall have a minimum lens height of 5 inches and a diameter of 5 inches.

This light shall have a mounting height of not less than 6 feet above the roadway surface and shall be visible from all sides. This equipment shall also have attached at each side of the rear end of the vehicle an approved orange warning flag mounted not less than 6 feet above the roadway surface.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the contractor's prosecution of the work.

This shall include, but is not limited to, re-vegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a vertical clearance of at least 12 feet. For this operation, the method shall be approved by the Inspector.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated sites as approved by the Inspector.

ITEM 160 – TOPSOIL

Obtain approval of all topsoil sources before digging begins. Ensure off-site topsoil has a minimum PI of 25, or as directed. The County reserves the right to take samples, as needed, to assure that the material meets the PI and other requirements as indicated in the Specifications (Fertility, Organics, Erodability, etc.).

No Sandy Loam allowed, unless the project dictates otherwise.

Construct topsoil stockpiles of no more than five (5) feet in height.

Track ALL topsoiled slopes left idle for more than 14 days, within or at the end of the 14-day idle period, to prevent erosion. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Retrack slopes after rain event, as directed. Consider the tracking of slopes to prevent erosion as subsidiary to the pertinent Items.

Upon final grading, immediately track all topsoiled slopes to prevent erosion as directed. Consider subsidiary to the pertinent Items.

Place topsoil four (4) inches thick by three (3) feet wide along roadside edges of the new/existing surface courses shown on the Typical Section in the plans.

ITEM 164 – SEEDING FOR EROSION CONTROL

Drill seeding to be distributed uniformly over the area shown on the Typical Section in the plans.

ITEM 166 – FERTILIZER

Fertilizer shall be applied before seeding.

Fertilizer shall be delivered in bags unless otherwise specified or approved prior to delivery. Bags shall be clearly labeled showing contents. When non-bagged, loose fertilizer is approved, documentation will be required for each load of material delivered verifying authenticity of material.

Fertilizer shall be granular and essentially dust free.

ITEM 168 – VEGETATIVE WATERING

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used.

The Contractor shall notify the Inspector prior to watering that the Inspector may verify meter readings or truck counts.

Water all areas of the project to be top soiled and seeded. Maintain the seed bed in a condition favorable for the growth of grass.

Watering can be postponed immediately after a rainfall on the site of ½ inch or grater, but shall be resumed before the soil dries out, continue watering until final acceptance.

Watering rates shall be 12,000 gallons/acre per working day for 15 consecutive working days (the acreage is calculated based on a width of 10' and the length of each roadway edge).

Rate and frequency may be adjusted with the approval of the Engineer, to meet site conditions.

ITEM 300 – ASPHALTS, OILS, AND EMULSIONS

Asphalt season starts April 1 and ends September 30.

No engine oil shall be used as a component of any asphalt or emulsion.

Non-Tracking Tack Coat Emulsion shall be used and considered subsidiary to the pertinent Items.

ITEM 302 – AGGREGATES FOR SURFACE TREATMENTS

Previously tested aggregates delivered to the project which are found to contain excessive quantities of dust (more than 0.5 percent passing the no. 40 sieve) during pre-coating, stockpiling or hauling operations, will be rejected, unless otherwise directed. Use test method Tex-200-F, Part I, for testing.

ITEM 316, 341

Perform work during appropriate weather conditions, unless otherwise directed. If work is performed at the Contractor's option, during, or prior to, inclement weather conditions, and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

ITEM 316 – SURFACE TREATMENTS

Do not apply asphalt within 1½ hours of sunset, or later, unless otherwise directed.

Ensure the accuracy of the Distance Measuring Instrument (DMI) with the Engineer, prior to marking the Asphalt and Rock Land shots.

Surface all transitions, tapers, climbing lanes and intersections to the limits as directed.

Remove and dispose of, off the right of way, any existing traffic buttons before beginning surfacing operations. Consider subsidiary to the pertinent Items.

ITEM 341 - DENSE-GRADED HOT-MIX ASPHALT

Provide mixture Type D using PG binder 70-22. Engine oil is not allowed as a component of the binder.

Provide mixture Type C using PG binder 70-22. Engine oil is not allowed as a component of the binder.

Target laboratory molded density is 96.5% for all mixtures without RAP and when using a Texas Gyratory Compactor (TGC) for designing the mixture.

When using Superpave Gyratory Compactor (SGC) to design mixtures, submit the SGC mix design to the Engineer for approval.

All mixtures must meet the Hamburg requirement as stated in the table below.

High-Temperature Binder Grade	Test Method	Hamburg Wheel Test Requirements [1]
		Minimum # of Passes @ 0.5" Rut Depth, Tested @122°F
PG 64 or lower	Tex-242-F	7,000
PG 70	Tex-242-F	15,000
PG 76 or higher	Tex-242-F	20,000

1. The Engineer may accept Hamburg Wheel test results for production and placement if no more than 1of the 5 most recent tests is below the specified number of passes and the failing test is no more than 2,000 passes below the specified number of passes.

Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

The Contractor is not permitted to use RAS (Recycled Asphalt Shingles), or RAP (Recycled Asphalt Pavement) as a component of the HMACP.

The Contractor shall provide saw cutting where necessary. This shall not be paid for directly, but shall be considered subsidiary to Bid Item Dense-Graded Hot Mix Asphalt.

1. The Contractor shall utilize a material transfer device per Item 320, a grade reference (such as a ski) for the overlay operations. Consider subsidiary to the pertinent Items.
2. Incorporate a maintain a 3H:1V safety wedge for any roadway edge of 2 inches or greater against adjacent travel lanes. Consider subsidiary to the pertinent Items.
3. Taper transverse faces at ends of passes as directed.
4. Make transverse tapers on each end of each pass using a minimum slope rate of 60H:1V. Tapers shall be removed directly before placement of the final HMA. Consider subsidiary to the pertinent Items.
5. Use a 10 ft. straightedge, where allowed, on all surface and intermediate pavement layers, as directed by the Inspector.

Acceptance Plan is not applicable to this project; no bonus and/or penalty are allowed. Acceptance of work will follow the specification as outlined with the clarification below.

Provide performance grade (PG) binders that do not contain Recycled Engine Oil Bottoms (REOBs) or Poly Phosphoric Acid (PPA).

Unless otherwise approved, provide Type D mixtures that have no less than 5% asphalt binder.

For Mixture Design Verification, provide the Engineer with two 5-gallon buckets of each aggregate stockpile to be used on the project and three gallons of each PG binder to be used on the project. Also provide sufficient quantities of any other additives that will be used in the HMA mixture.

Prior to allowing production of the trial batch, the Engineer will use the materials provided by the Contractor to perform the following tests to verify the HMA mixture design.

1. Indirect Tensile Test in accordance with Tex-226-F
2. Hamburg Wheel Test in accordance with Tex-242-F
3. Overlay Test in accordance with Tex-248-F
4. Cantabro Test in accordance with Tex-245-F

For mixtures designed with a Texas Gyratory Compactor (TGC), the Engineer may require that the target laboratory molded density be raised to no more than 97.5% or may lower the design number of gyrations to no less than 35 for mixtures designed with an SGC if any of the following conditions exist.

1. The Indirect Tensile Test results in a value greater than 200 PSI
2. The Hamburg Wheel Test results in a value less than 3.0 mm
3. The Overlay Test results in a value less than 100 cycles
4. The Cantabro Test results in a value of more than 20% loss

In lieu of or in addition to evaluating the mixture design prior to allowing a trial batch to be produced, the Engineer may also evaluate the mixture produced during the trial batch for compliance with the 4 tests listed above.

ITEM 354 - PLANING AND TEXTURING PAVEMENT

Remove the loose material from the roadway before opening to traffic.

A single cut will be permitted if at most a 1¼-inch vertical offset is created against adjacent lanes when opened to traffic at the end of a work period.

A transverse transition taper (butt joint) will be sawcut, milled to a transition length of 50 feet to 1 inch in depth for main roads and 25 feet to 1 inch in depth for side streets, unless otherwise shown on the plans.

A longitudinal transition taper will be milled along all existing MBGF mow strips and driveways shown on the plans.

ITEM 502 - BARRICADES, SIGNS, AND TRAFFIC HANDLING

The contractor shall provide two (2) “electronic” Portable Changeable Message Signs at locations requiring lane closures for one-week prior to the closures, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

Contractor shall provide all traffic control measures to prosecute the work and to ensure a minimum inconvenience to traffic around the construction area. Should the contractor’s traffic control measures be found unsatisfactory by the Engineer or Inspector, overlay operations will cease.

The Traffic Control Plan (TCP) for this project shall be as detailed on TxDOT standard plan sheet TCP (2-2)-12 thru TCP (2-4)-12, TCP (3-1)-13, TCP (3-3)-13, TCP (3-4)-13, TCP (7-1)-13 and the Texas Manual on Uniform Traffic Control Devices.

Take immediate action to modify Closures / Traffic Control, if at any time backup (roadway queuing) becomes unreasonable (greater than 10 minutes). Have in place a contingency plan of how this will occur.

Do not set up any Lane Closure / TCP when the pavement is wet prior to the “setup,” unless otherwise directed. Revise Traffic Control, when inclement weather is imminent, as directed.

Incorporate and maintain a 3H to 1V safety wedge into the proposed construction for any roadway edge of two (2) inches or greater adjacent to a roadway under traffic.

Within the limits of the project, provide standard barricades, warning signs, delineators, lights, 28-inch cones, and flaggers in sufficient numbers and combinations, as directed.

Use a minimum of two (2) flaggers, two (2) advance warning flashing arrow panels (TY C), two (2) of each signs CW20-5R or CW20-5L with appropriate distance plaques and CW9-2R or CW9-2L and 28-in. cones at each location in which milling or paving operations are in progress. Flaggers must comply with all requirements outlined in TxDOT Specification Item 502.2B. This shall not be paid for directly, but shall be considered subsidiary to bid Item Dense-Graded Hot Mix Asphalt.

Maintain access to all streets and driveways at all times, unless otherwise approved. Consider subsidiary to the pertinent Items.

Maintain enough workers to revise traffic control as directed.

Cover or remove any existing sign(s), which conflict with temporary traffic control operations. Install all permanent signs, delineation, and object markers necessary for the operation of any roadway before opening that section of roadway to traffic**,** regardless of the phase during which the roadway construction occurs. Erect the signs on temporary mounts until the permanent mounts are installed. Consider any costs associated with the

temporary mounts subsidiary. Repair or replace any signs which are damaged by the Contractor's operations during construction or which are deemed not sufficient. The Engineer will be the sole judge of the adequacy of the sign(s). Consider this work subsidiary to the pertinent Items.

Maintain Sandbags that are used for ballast, as directed. Consider subsidiary to the pertinent Items.

Contractor shall schedule work so that all lanes are open to traffic at night (after 6:00 P.M.), unless otherwise approved.

ITEM 666 – REFLECTORIZED PAVEMENT MARKINGS

Type II Reflectorized Pavement Markings to be applied prior to Type I. Type I Reflectorized Pavement Markings to be applied no sooner than 14 days after applying Type II, unless otherwise directed.

ITEM 677 – ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

Blasting Method is required for the removal of existing pavement markings on bridge decks. No other methods will be allowed.

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.

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 160 TOPSOIL
ITEM 164 SEEDING FOR EROSION CONTROL
ITEM 166 FERTILIZER
ITEM 168 VEGETATIVE WATERING
ITEM 300 ASPHALTS, OILS, AND EMULSIONS
ITEM 302 AGGREGATES FOR SURFACE TREATMENTS (300)(301)
ITEM 316 SURFACE TREATMENTS (210)(300)(302)
ITEM 341 DENSE-GRADED HOT-MIX ASPHALT (300)(301)(320) (520)(585)
ITEM 354 PLANING AND TEXTURING PAVEMENT
ITEM 500 MOBILIZATION
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS
ITEM 672 RAISED PAVEMENT MARKERS
ITEM 677 ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

SPECIAL PROVISION TO ITEM 300 (300-001)
SPECIAL PROVISION TO ITEM 300 (300-005)
SPECIAL PROVISION TO ITEM 300 (300-007)

Special Provision to Item 300
Asphalts, Oils, and Emulsions

Item **Error! Reference source not found.**, "**Error! No text of specified style in document.**," 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.

Section 300.2.4., "Emulsified Asphalt," is supplemented by the following:

Table 7A
Surface Performance-Grade Emulsified Asphalt

Grade	Test Procedure	HFRS-2(SPG xy[1])		CRS-2(SPG xy)		CHFRS-2(SPG xy)	
		Min	Max	Min	Max	Min	Max
Tests on emulsions:							
Viscosity, Saybolt Furol at 50°C, SFs[2]	T 72	150	400	150	400	150	400
Storage stability test, 24 h., %[2]	T 59		1		1		1
Demulsibility, 35 mL, 0.02 N $CaCl_2$, %	T 59	60					
Demulsibility, 35 mL, 0.8% dioctyl sodium sulfosuccinate, %	T 59			60		60	
Particle charge test	T 59			positive		positive	
Sieve test, %[2]	T 59		0.10		0.10		0.10
Residue recovery	PP 72,						
Residue, %	Procedure B	65		65		65	
Tests on recovered residue:							
Residue properties		Meet the specified SPG in Table 17A[3]					
Solubility in trichloroethylene, %	T 44	97.5		97.5			
Float test, 60°C, sec.[4]	T 50	1,200				1,200	

1. X is the average 7-day maximum pavement surface design temperature, and y is the minimum pavement surface design temperature used in Table 17A.
2. This test requirement on representative samples is waived if successful application of the material has been achieved in the field.
3. Meet original performance properties and PAV residue requirements only
4. If Float test is less than 1,200 sec. using PP 72, Procedure B, for residue recovery, then use T 59 for residue recovery.

Section 300.2.10., "Performance-Graded Binders," is supplemented by the following:

Table 17A
Surface Performance Grade (SPG) Specification

Surface Performance Grade	SPG 64	SPG 67					SPG 70					SPG 73			
	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25
Average 7-day Max pavement surface design temperature[1], °C	<64	<67					<70					<73			
Min pavement surface design temperature[1], °C	>-25	>-13	>-16	>-19	>-22	>-25	>-13	>-16	>-19	>-22	>-25	>-16	>-19	>-22	>-25
Original Binder															
Flash point temp, T 48, Min, °C	230														
Viscosity, T 316[2]: Max 0.15 Pa*s, test temp., °C	205														
Original Performance Properties															
Dynamic Shear, T 315: G*/sinδ, Min 0.65 kPa, Test temp @ 10 rad/s, °C	64	67					70					73			
Phase angle[3] (δ), Max, @ temp. where G*/sinδ = 0.65 kPa	80	–	–	–	80	80	–	–	80	80	80	80	80	80	80
Pressure Aging Vessel (PAV) Residue (R 28)															
PAV aging temperature, °C	100	100					100					100			
Creep stiffness, T 313: S, Max 500 MPa, Test temp. @ 8 sec., °C	-25	-13	-16	-19	-22	-25	-13	-16	-19	-22	-25	-16	-19	-22	-25

1. Temperatures are at the surface of the pavement structure. These may be determined from experience or may be estimated using equations developed by SHRP or LTPP, but modified to represent surface temperatures. Surface-grade high temperatures are generally 3°C to 4°C greater than those determined for Superpave PG binders.
2. The referee method will be AASHTO T 316 using a #21 spindle at 50 r/min, however alternate methods may be used for routine testing and quality assurance.
3. Phase angle is determined at the temperature where G*/sin δ =0.65 kPa. For routine testing and quality assurance, the phase angle can be interpolated from testing at two temperatures, one above and one below where G*/sin δ=0.65 kPa.

Special Provision to Item 300
Asphalts, Oils, and Emulsions

For this project, Item 300, "Asphalts, Oils, and Emulsions," of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Section 300.2.4, "Emulsified Asphalt." Table 10 is voided and replaced by the following:

Table 10
Polymer Modified Cationic Emulsified Asphalt

Type-Grade		Rapid Setting						Slow Setting	
		CRS-1P		CRS-2P		CRS-2TR		CSS-1P	
Property	Test Procedure	Min	Max	Min	Max	Min	Max	Min	Max
Viscosity, Saybolt Furol	T 72								
77°F, sec.		-	-	-	-	-	-	20	100
122°F, sec.		50	150	150	400	150	500	-	-
Sieve Test, %	T 59	-	0.1	-	0.1	-	0.1	-	0.1
Demulsibility, 35 ml of 0.8% sodium dioctyl sulfosuccinate, %	T 59	60	-	70	-	40	-	-	-
Storage Stability, 1 day, %	T 59	-	1	-	1	-	1	-	1
Breaking Index, g	Tex-542-C	-	80	-	-	-	-	-	-
Particle Charge	T 59	positive		positive		positive		positive	
Distillation Test:[1]	T 59								
Residue by Distillation, % by wt.		65	-	65	-	65	-	62	-
Oil Distillate, % by volume of emulsion		-	3	-	0.5	-	3	-	0.5
Tests on Residue from Distillation:									
Modifier type		Polymer		Polymer		Tire Rubber		Polymer	
Modifier Content, wt. % (solids basis)		-	-	3.0	-	5.0	-	3.0	-
Penetration, 77°F, 100 g, 5 sec.	T 49	225	300	90	150	90	150	-	90
Viscosity, 140°F, poise	T 202	-	-	1300	-	1000	-	-	-
Solubility in Trichloroethylene, %	T 44	97.0	-	97.0	-	98	-	97.0	-
Softening Point, °F	T 53	-	-	-	-	-	-	135	-
Ductility, 77°F, 5 cm/min., cm	T 51	-	-	-	-	40	-	70	-
Ductility[2], 39.2°F, 5 cm/min., cm	T 51	-	-	50	-	-	-	-	-
Elastic Recovery[2], 50°F, %	Tex-539-C	45	-	55	-	-	-	-	-

[1]Exception to T 59: Bring the temperature on the lower thermometer slowly to 350°F ± 0°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from the first application of heat.

[2]CRS-2P must meet one of either the ductility or elastic recovery requirements.

Special Provision to Item 300
Asphalts, Oils and Emulsions

Item 300, "Asphalts, Oils and Emulsions" 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.

Section 300.2.4., "Emulsified Asphalt", is supplemented by the following:

Emulsified Asphalt. Provide emulsified asphalt that is homogeneous, does not separate after thorough mixing, and meets the requirements for the specified type and grade in Tables 7, 8, 9, and 10.

Table 10B
Non-Tracking Tack Coat Emulsion

Property	Test Procedure	Quick Setting QS-1HH Min	Quick Setting QS-1HH Max
Viscosity, Saybolt Furol, 77° F,sec	T 72	15	--
Storage stability, 1 Day, %	T 59	--	1
Settlement, 5-day, %	T 59	2	5
Sieve test, %	T 59	--	0.30
Distillation test:[1]	T 59		
Residue by distillation, % by wt.		50	--
Oil distillate, by volume of emulsion		--	1.0
Test on residue from distillation:			
Penetration, 77°F, 100 g, 5 sec.	T 49	--	20
Solubility in trichloroethylene, %	T 44	97.5	--
Softening point, °F	T 53	150	
Dynamic shear, G*/sin(δ), 82°C, 10 rad/s, kPa	T 315	1.0	--

1. Exception to AASHTO T-59: Bring the temperature on the lower thermometer slowly to 350°F ± 10°F. Maintain at this temperature for 20 min. Complete total distillation in 60 ± 5 min. from first application of heat.

INDEX OF SHEETS

SHEET	DESCRIPTION
1	TITLE SHEET
2	ESTIMATE OF QUANTITIES SUMMARY
3	TYPICAL SECTION
4	MISCELLANEOUS DETAILS
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18-31	PHASE 2 - OVERLAY AND STRIPING PLAN
SHEET	**STANDARDS**
32	TCP (1-2)-12
33	TCP (2-2)-12
34	TCP (2-3)-12
35	TCP (2-4)-12
36	TCP (3-1)-13
37	TCP (3-3)-14
38	TCP (3-4)-13
39	TCP (7-1)-13
40	WZ (TD)-13
41	WZ (STPM)-13
42	WZ (UL)-13
43-54	BC (1)-14 THRU BC (12)-14
55	PM (1)-12
56	PM (2)-12
57	PM (3)-12
58	PM (6)-01

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

WILLIAMSON COUNTY
DEPARTMENT OF INFRASTRUCTURE

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

PLANS FOR PROPOSED
RONALD REAGAN BLVD
IMPROVEMENTS
FROM SH 29 TO FM 3405

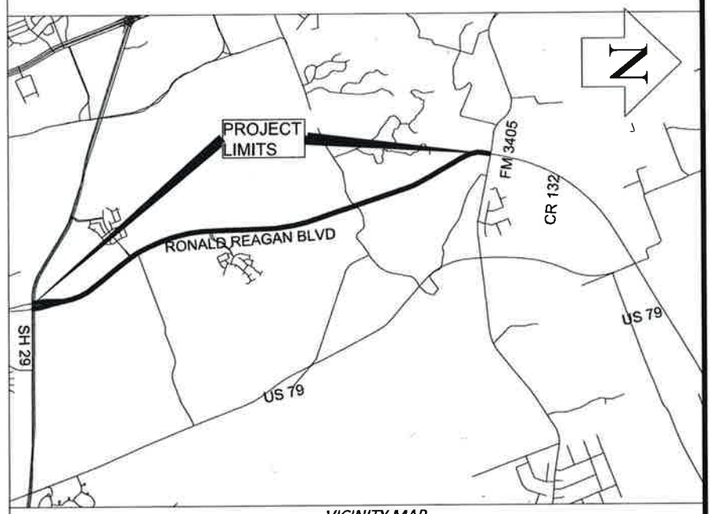
PHASE 1: SH 29 TO 138+05
PHASE 2: STA 138+05 TO FM 3405

WILLIAMSON COUNTY
1848

GENERAL PROJECT INFO:
REHAB OF RONALD REAGAN CONSISTS OF MILLING, SEALING, OVERLAYING AND RESTRIPING.

LIMITS:
FROM THE INTERSECTION OF SH 29 TO THE INTERSECTION OF FM 3405, APPROXIMATELY 25,950 FT OR 4.9 MILES IN LENGTH.

#		#	
#		#	
#		#	
#	SHEETS AFFECTED	BY	DATE



VICINITY MAP
N.T.S.

WILLIAMSON COUNTY

DESIGNED BY:

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G Morrelli 6/29/16
KELLY G MORRELLI, P.E. PROJECT ENGINEER DATE

THE STANDARD / DETAIL SHEETS, #31 THRU #56, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. Terron Evertson 6/30/16
J. TERRON EVERTSON, P.E., DIRECTOR OF ROAD & BRIDGE DATE

6/22/2016 1:43:06 PM
FILES

PHASE 1 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8884
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8884
PH 1	166	6001	FERTILIZER	AC	2
PH 1	168	6001	VEGETATIVE WATERING	MG	1102
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	529
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21269
PH 1	341	6028	D - GR HMA TY - C PG70 - 22	TON	330
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	6685
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2507
PH 1	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000
PH 1	500	6001	MOBILIZATION	LS	1
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1377
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	727
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1190
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	68
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	131
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	516
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24677
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1190
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	68
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2215
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	9464
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	131
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	516
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24677
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2215
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	9464
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	60
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	286
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	26
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0
PH 1	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	0

PHASE 2 - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	9477
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	9477
PH 2	166	6001	FERTILIZER	AC	2
PH 2	168	6001	VEGETATIVE WATERING	MG	1175
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	527
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21178
PH 3	341	6028	D - GR HMA TY - C PG70 - 22	TON	330
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	6656
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	5470
PH 2	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000
PH 2	500	6001	MOBILIZATION	LS	1
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1661
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	904
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	206
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	437
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	190
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	27196
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	206
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	437
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2639
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	11581
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	190
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	27196
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2639
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	11581
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	10
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	361
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	0
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5318
PH 2	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	84

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
ESTIMATE OF QUANTITIES SUMMARY

Designed:	KGM	3151 S.E. INNER LOOP, SUITE B GEORGETOWN, TEXAS 78626 943-3330 www.wilco.org	SHEET NO. 2
Checked:	KQK		
Drawn:	KGM		
Checked:	KQK		

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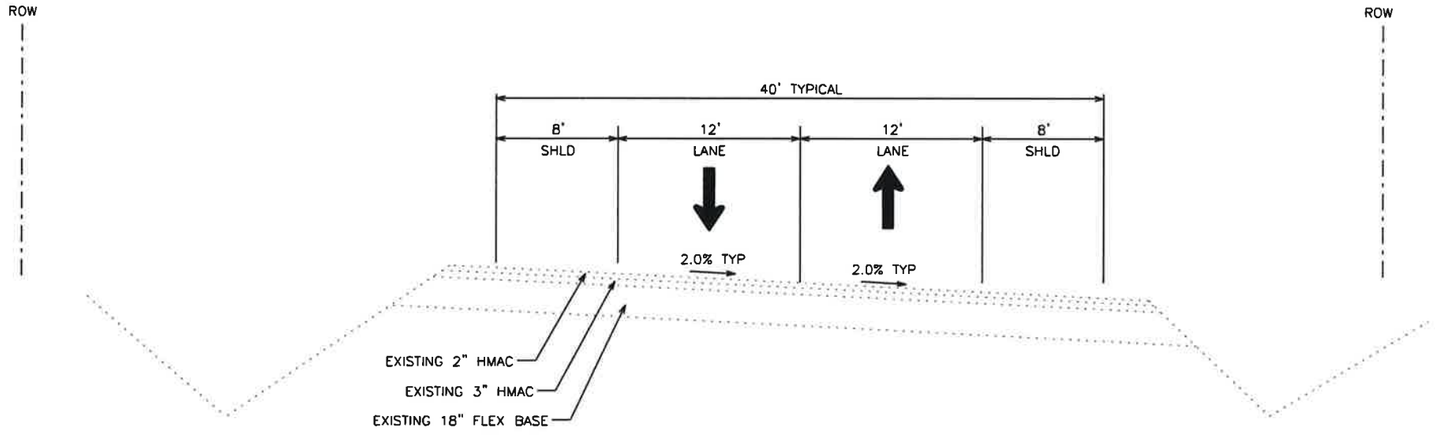
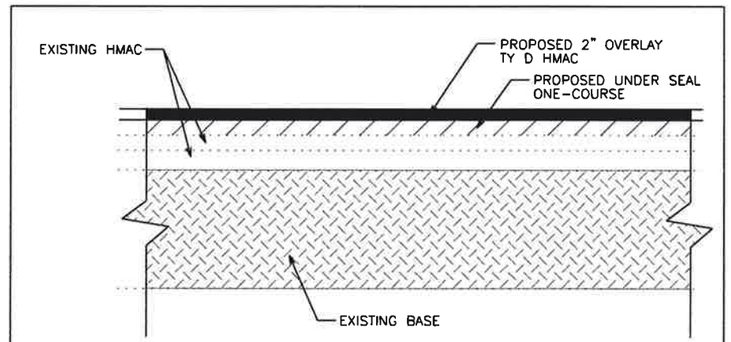
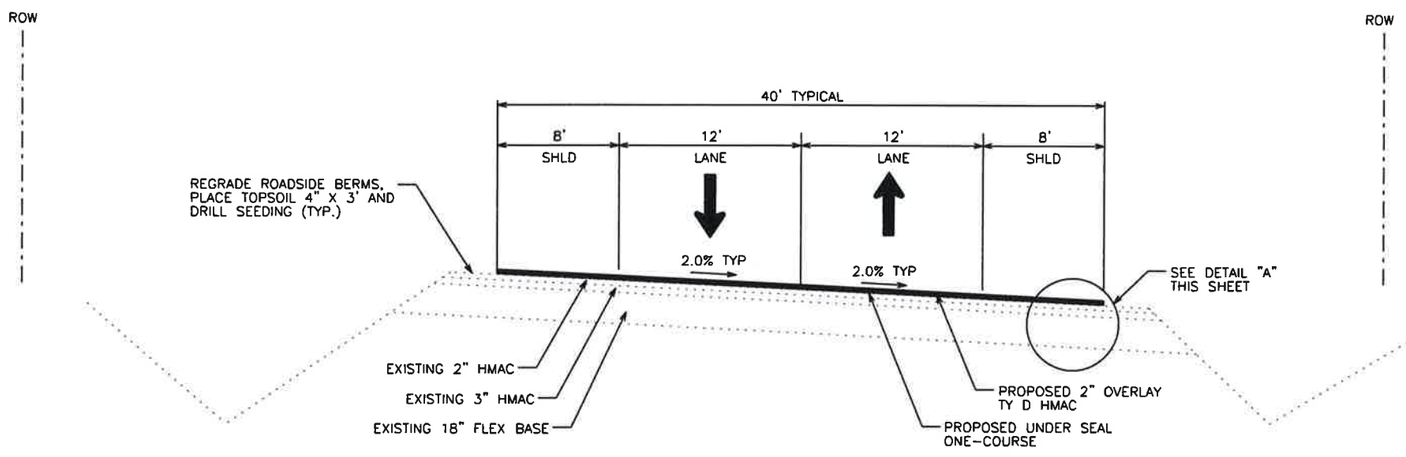


EXISTING RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.



DETAIL "A"
N.T.S.



PROPOSED RONALD REAGAN BLVD
TYPICAL SECTION
N.T.S.

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
TYPICAL SECTION

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
www.wilco.org

SHEET NO. 3

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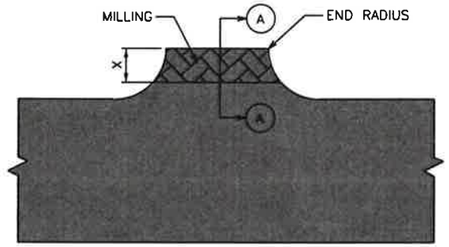
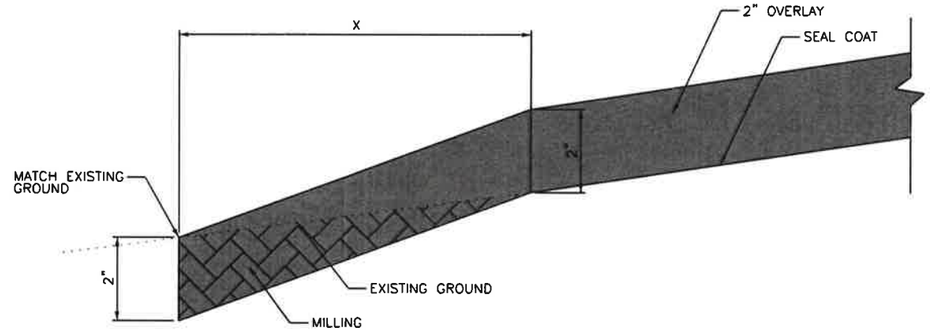
6/22/2016



DRIVEWAY
TYPICAL,
X = 10'



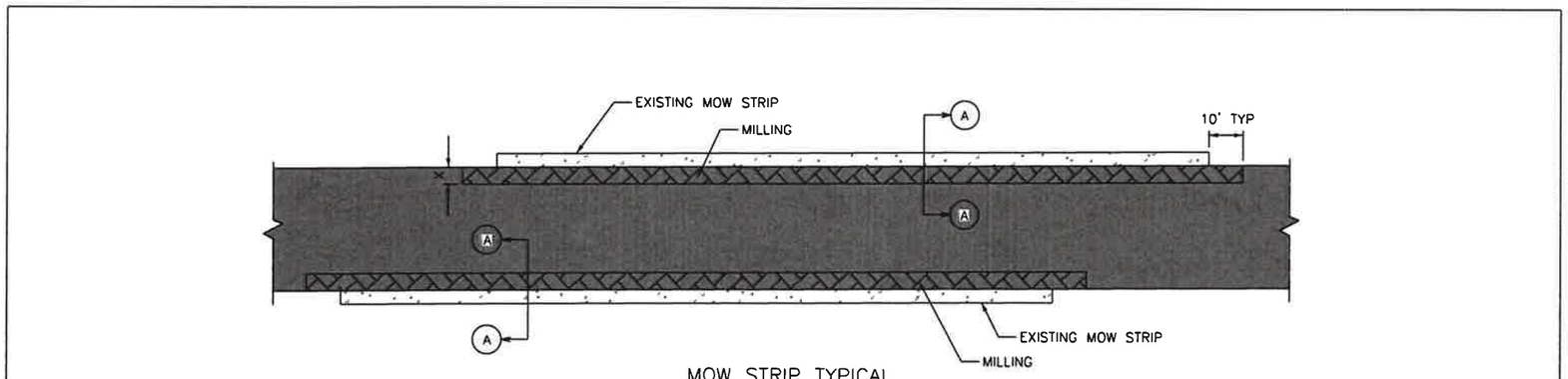
SECTION A–A TYPICAL
N.T.S.

LEGEND

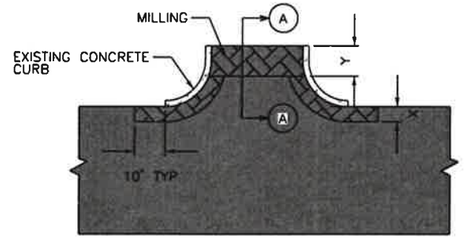
UNDER SEAL, OVERLAY 2"

MILLING

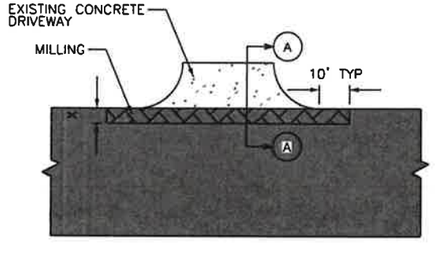
EXISTING CONCRETE



MOW STRIP TYPICAL
X = 5'



DRIVEWAY WITH CONCRETE CURB TYPICAL
X = 5'
Y = 10'



CONCRETE DRIVEWAY TYPICAL
X = 5'

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KELLY G. MORRELLI
97412
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Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

RONALD REAGAN BLVD
MISCELLANEOUS DETAILS

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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GEORGETOWN, TEXAS 78626
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SHEET NO. 4

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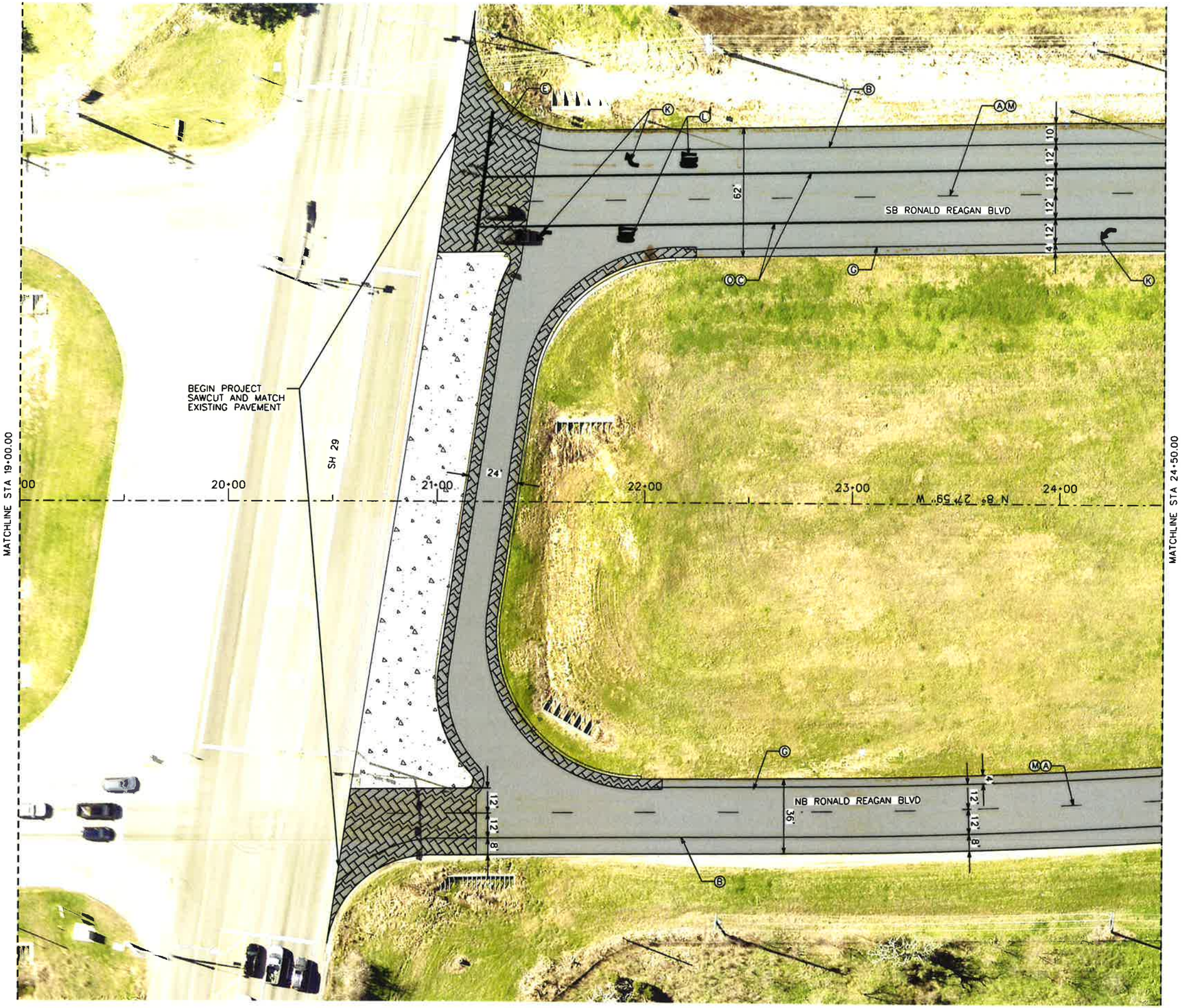
7/5/2016 10:24 AM



25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
- (G) REFL PAV MRK TY I (Y) 4" (SLD)
- (I) REFL PAV MRK TY I (Y) 24" (SLD)
- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
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WILLIAMSON COUNTY
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WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 5

PR_PLAN1.dgn
6/22/2016 10:45:01 AM

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
- (G) REFL PAV MRK TY I (Y) 4" (SLD)
- (I) REFL PAV MRK TY I (Y) 24" (SLD)
- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 6

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N

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
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- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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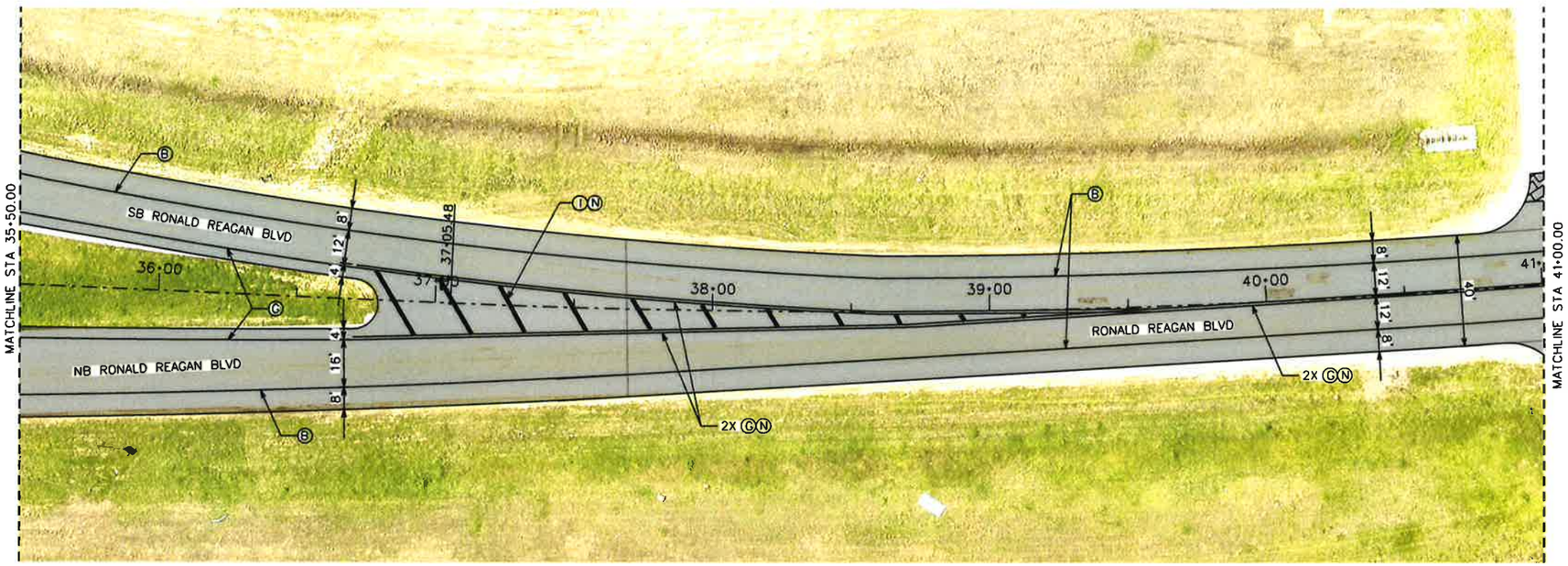
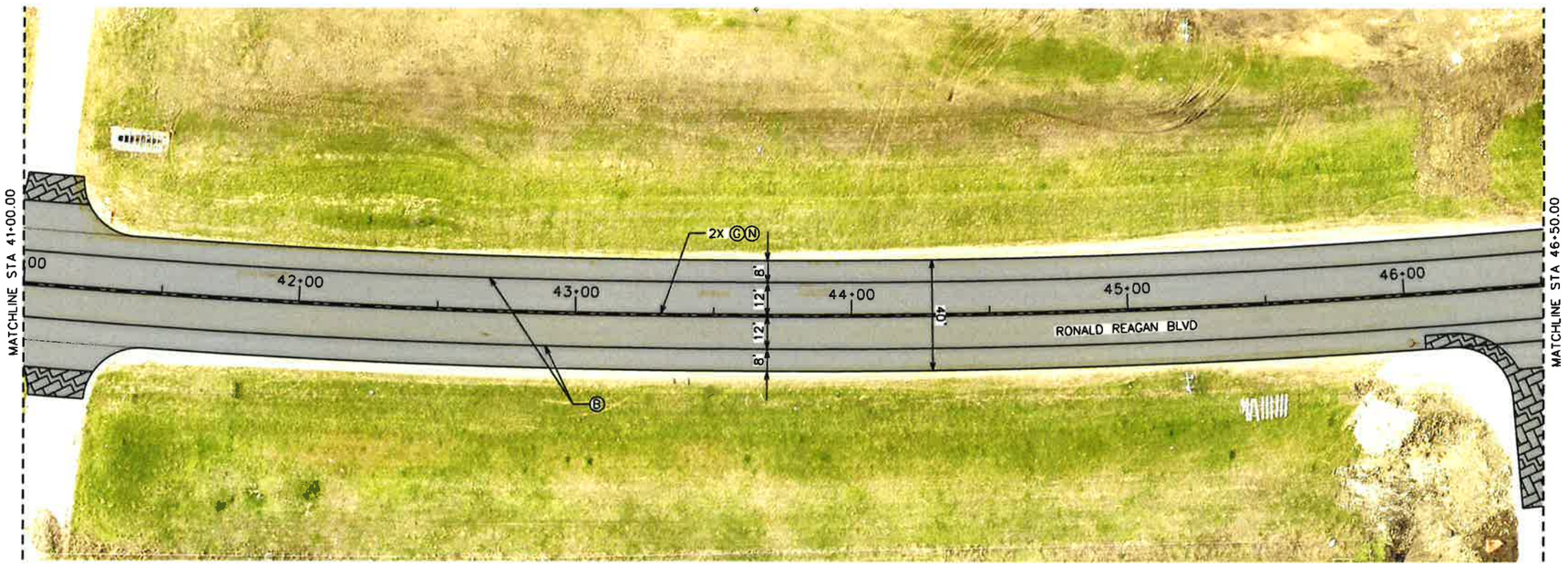
6/22/2016





25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
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- (E) REFL PAV MRK TY I (W) 24" (SLD)
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- (K) REFL PAV MRK TY I (W) (ARROW)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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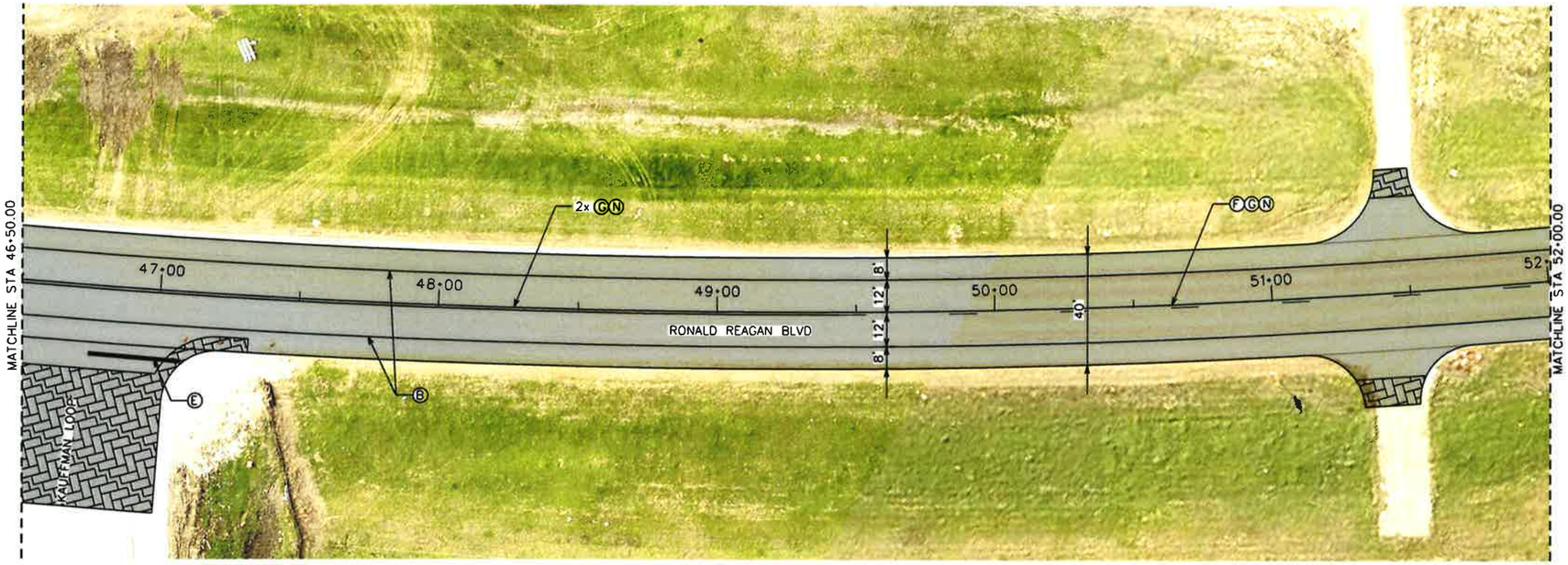

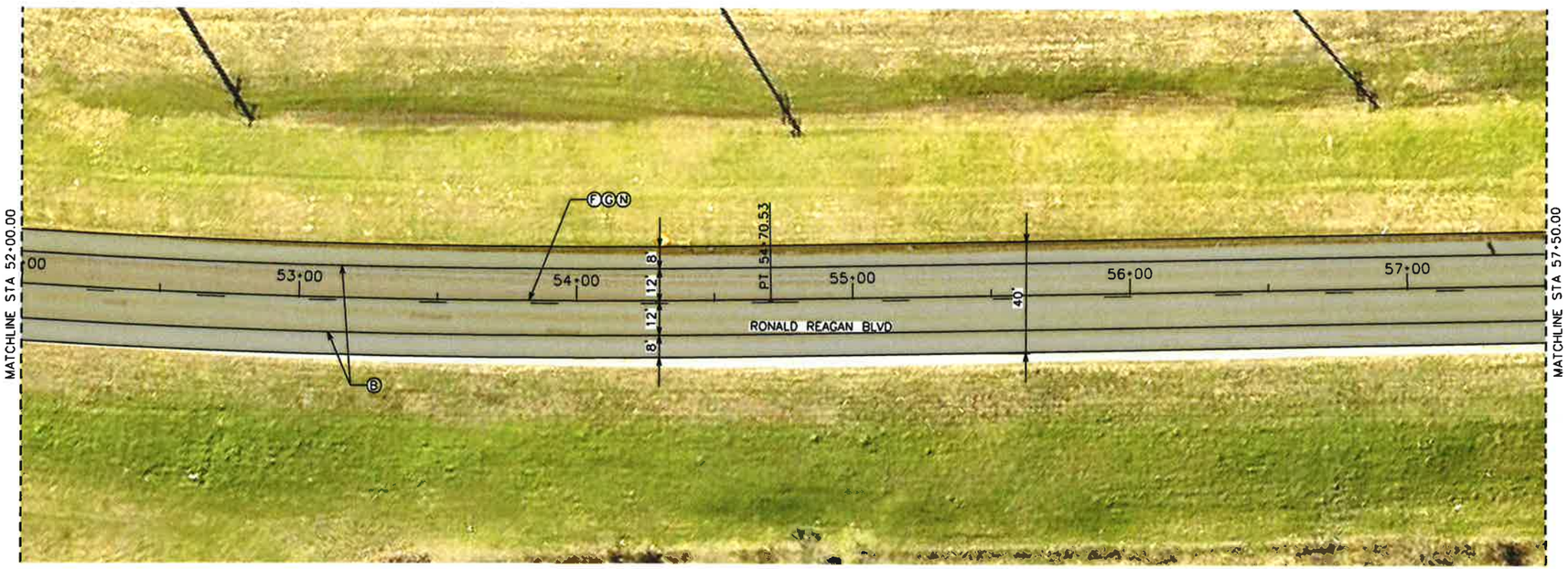

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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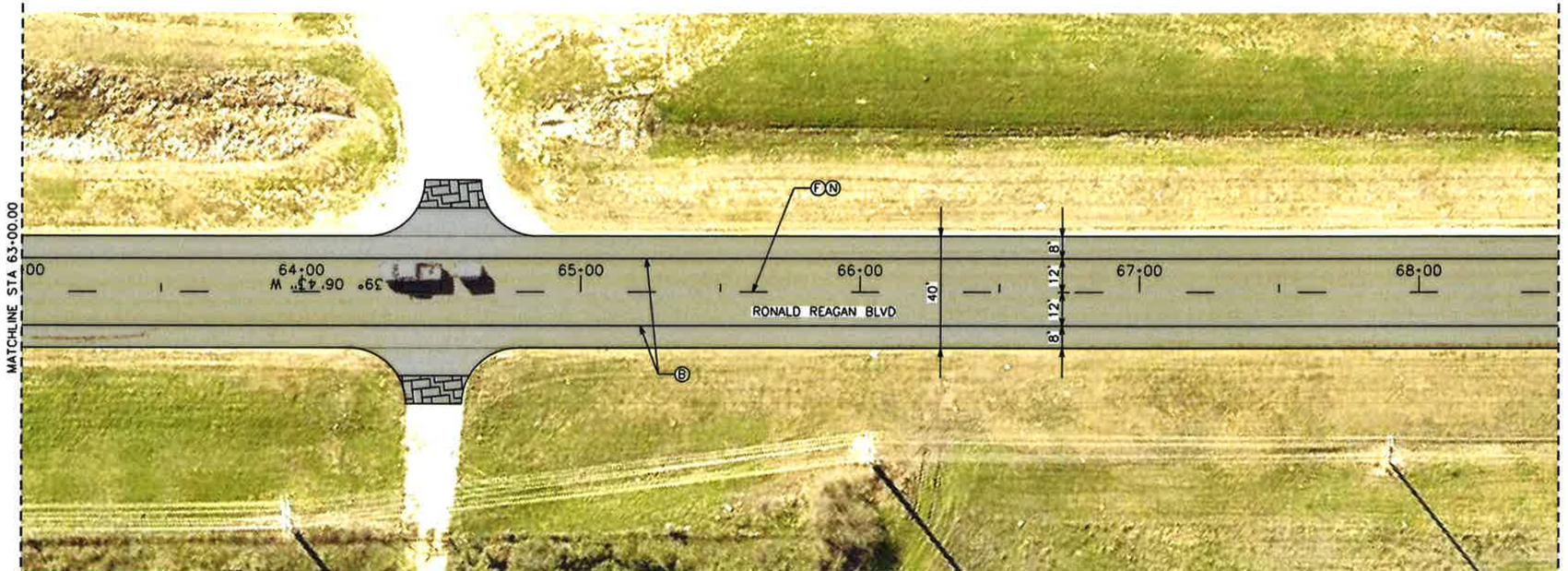

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
KELLY G. MORRELLI
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Kelly G Morrelli 6/29/16

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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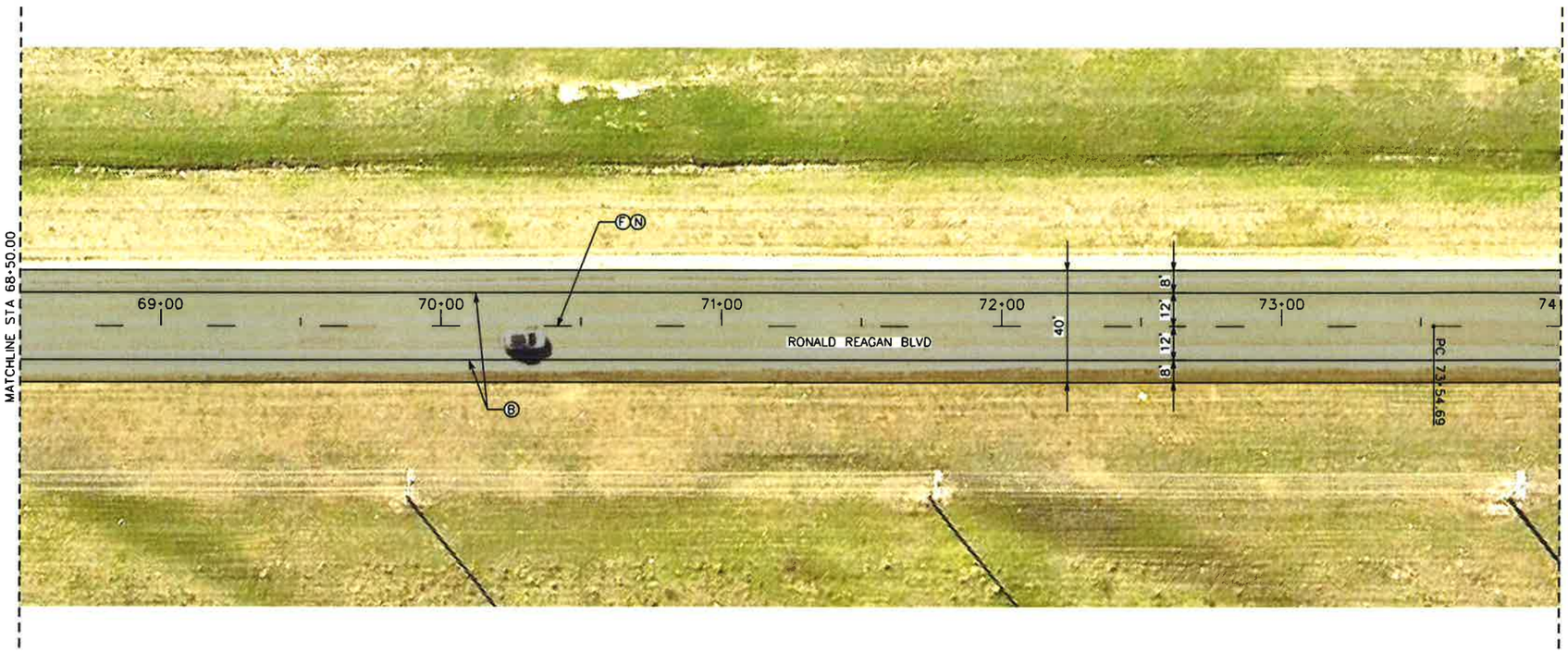
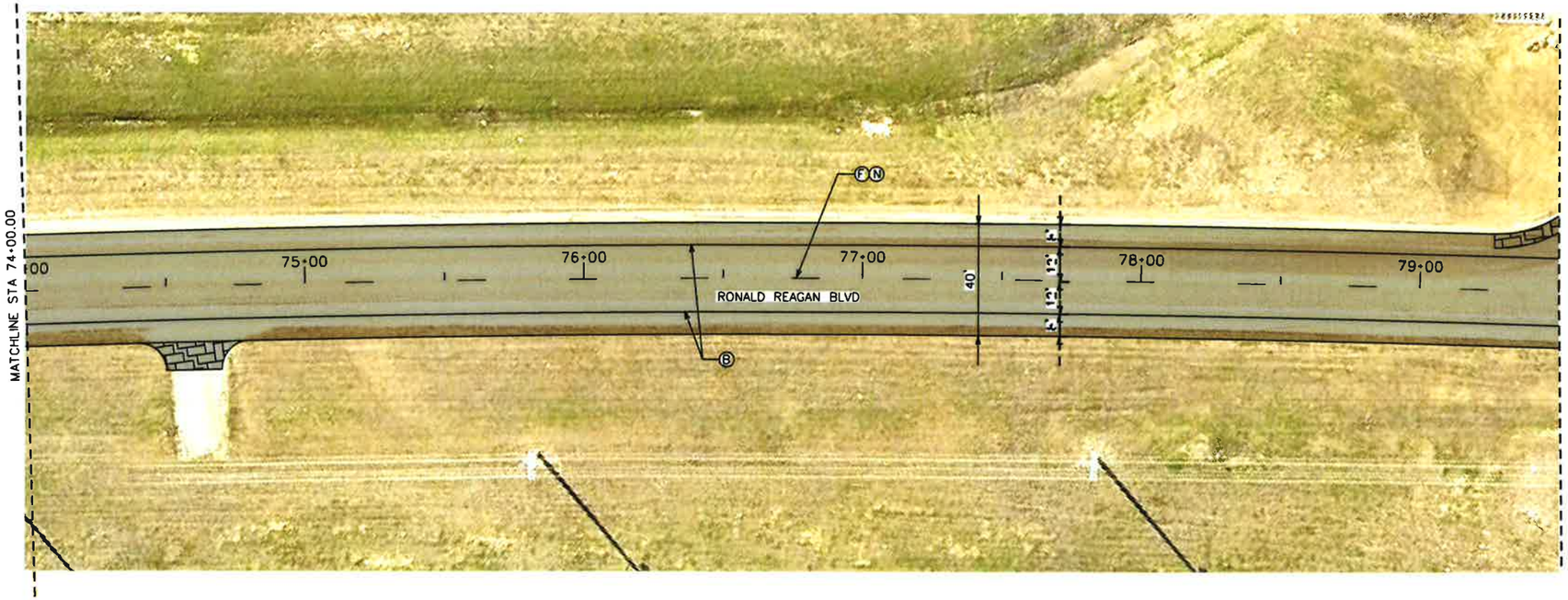
SHEET NO. 10





N

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
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- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
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STATE OF TEXAS
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Kelly G Morrelli 6/29/16

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 11

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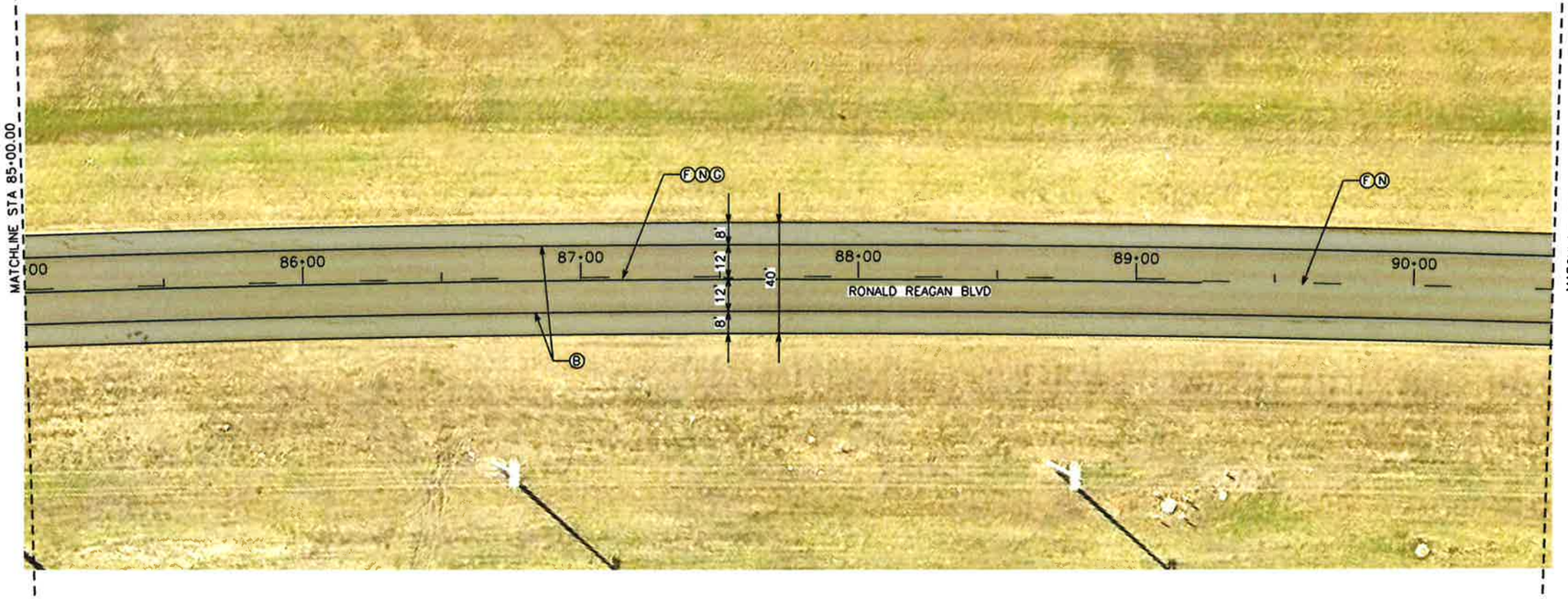
7/5/2016 10:24 AM



25 12.5 0 25 50

SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
- (G) REFL PAV MRK TY I (Y) 4" (SLD)
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- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
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1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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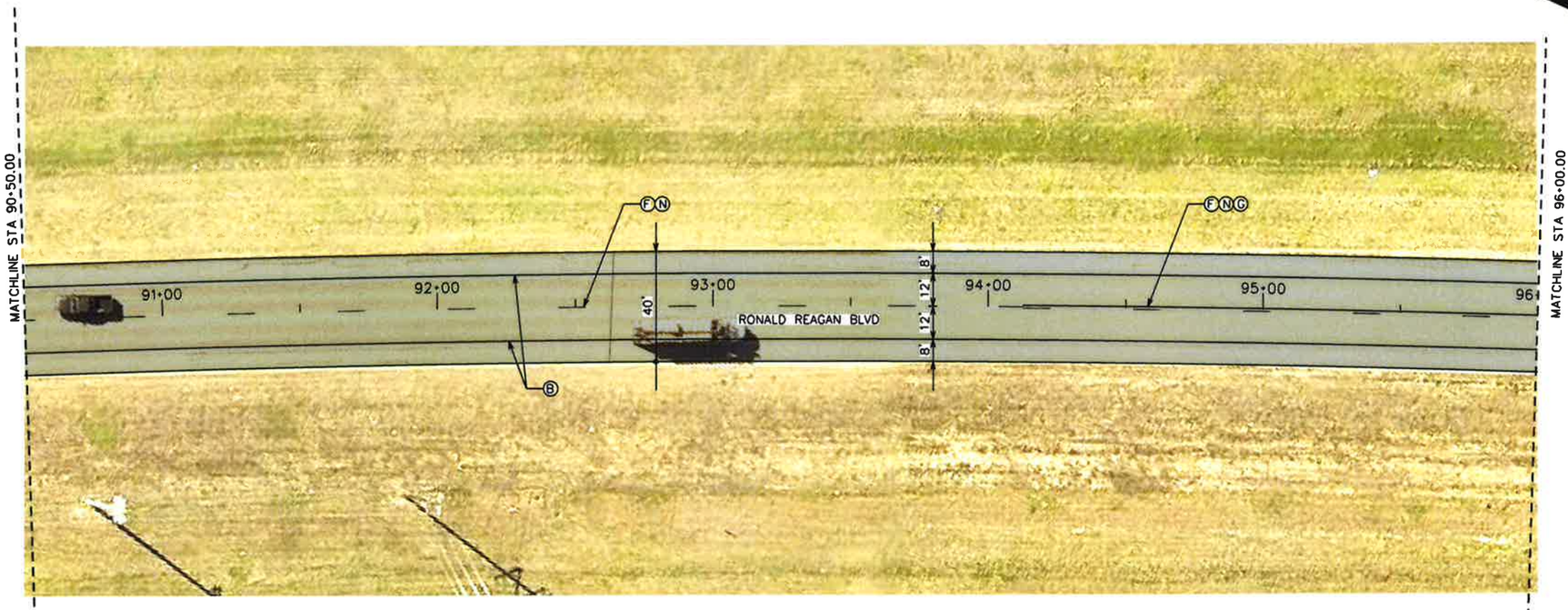
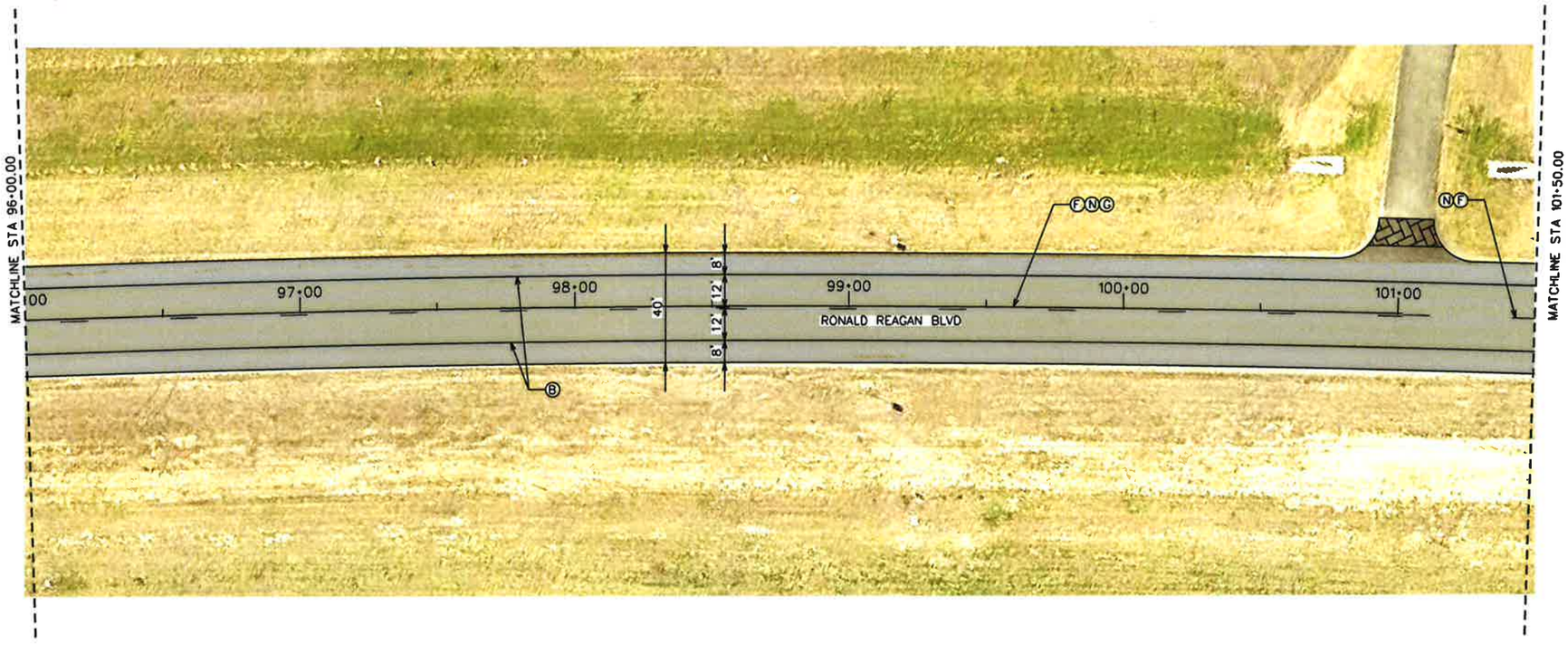
SHEET NO. 12





N

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (C) REFL PAV MRK TY I (W) 8" (SLD)
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- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
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- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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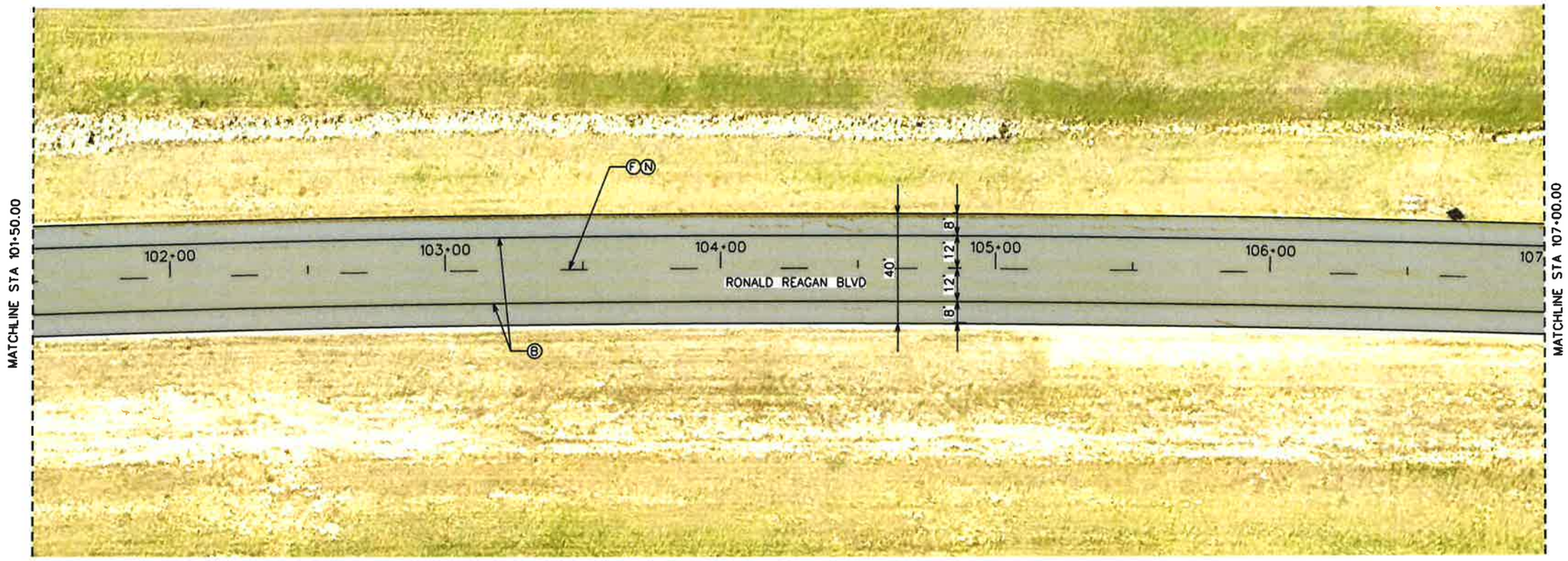

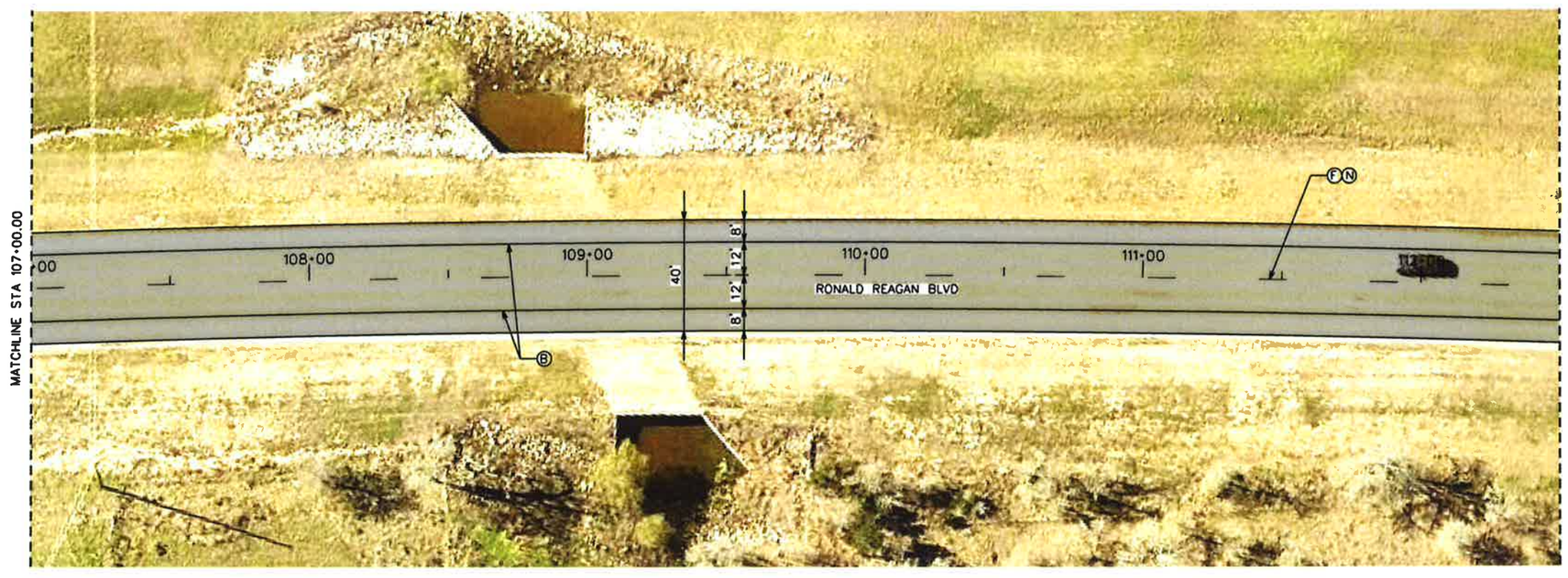

N

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
943-3330
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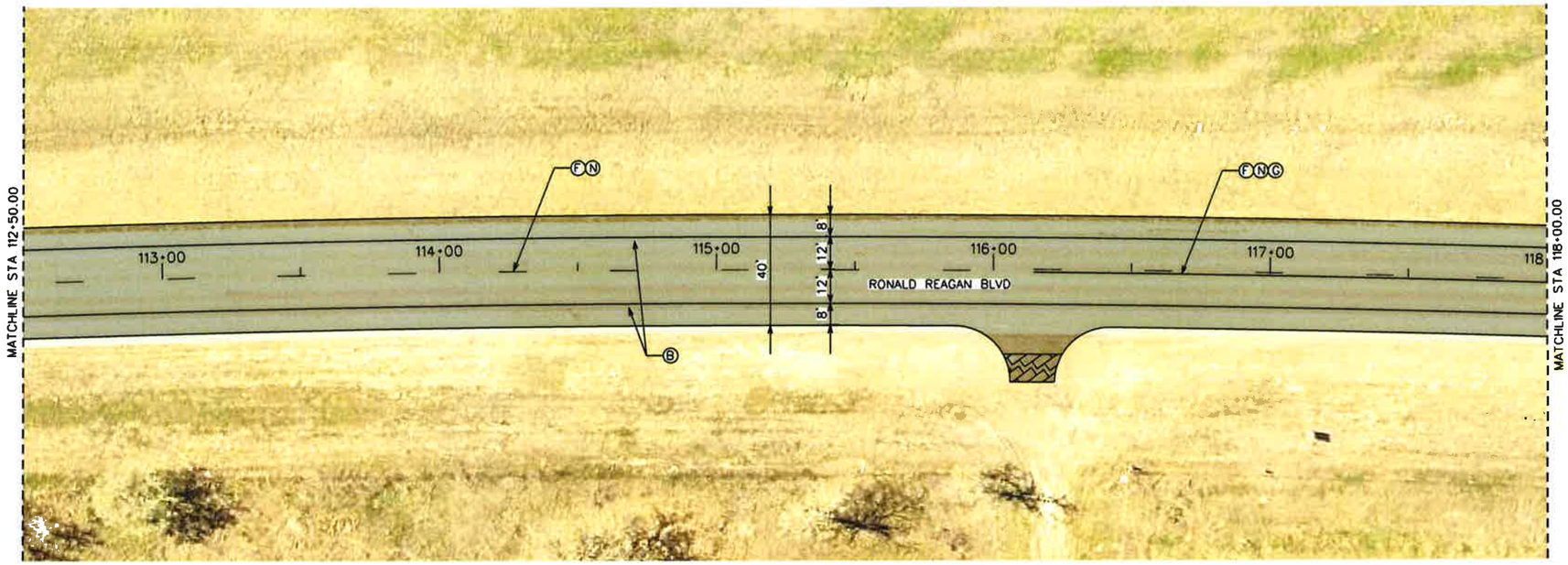
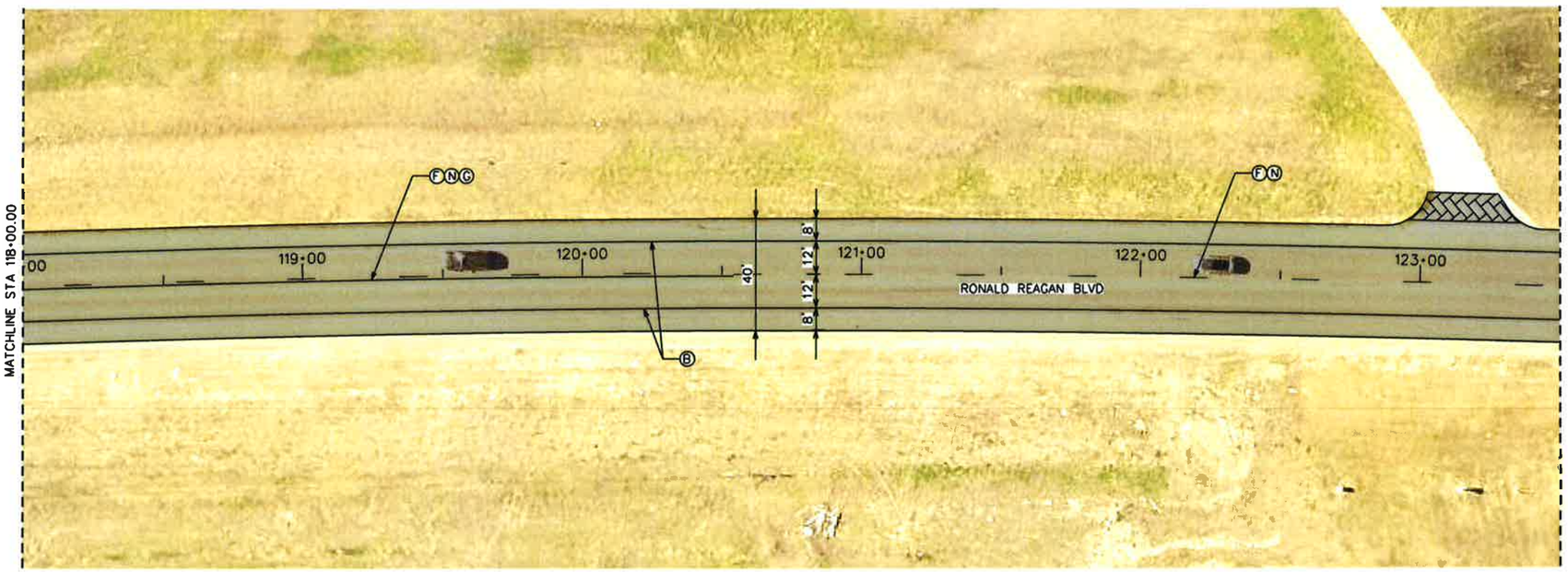
6/22/2016





25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
- (G) REFL PAV MRK TY I (Y) 4" (SLD)
- (I) REFL PAV MRK TY I (Y) 24" (SLD)
- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 1 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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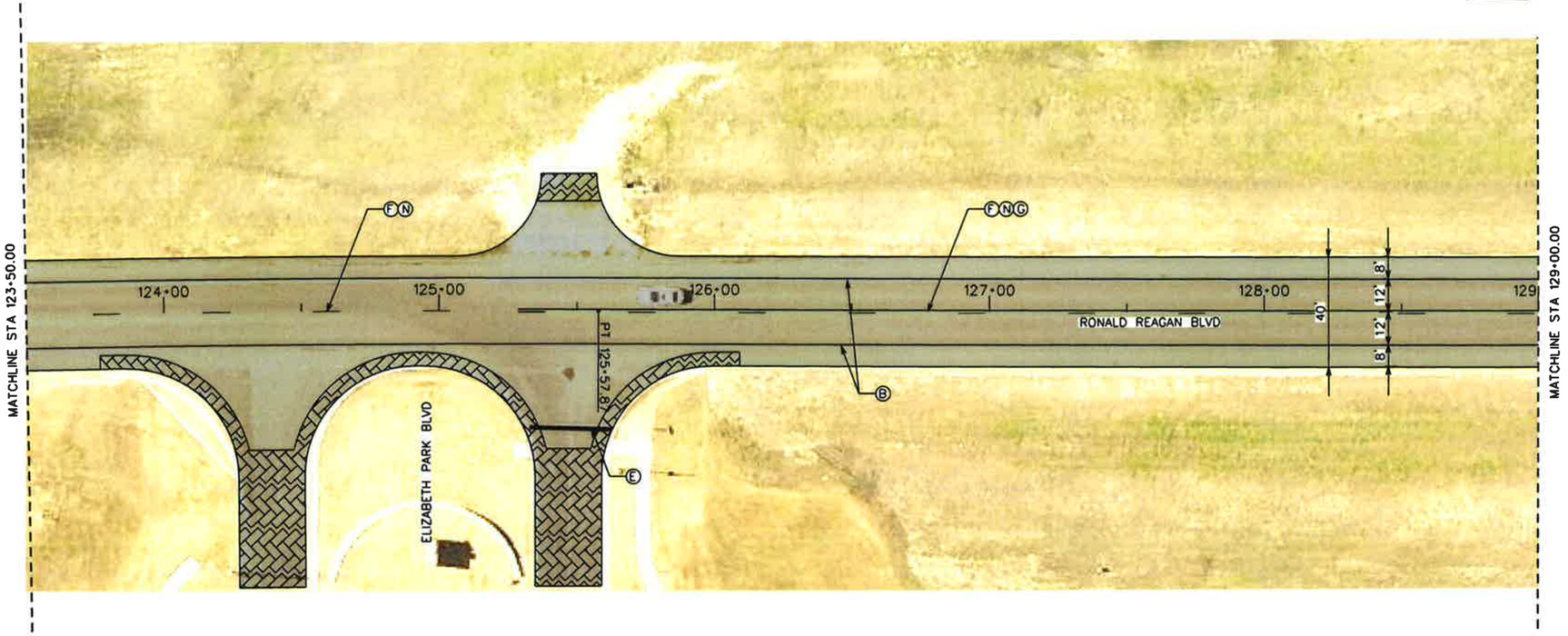

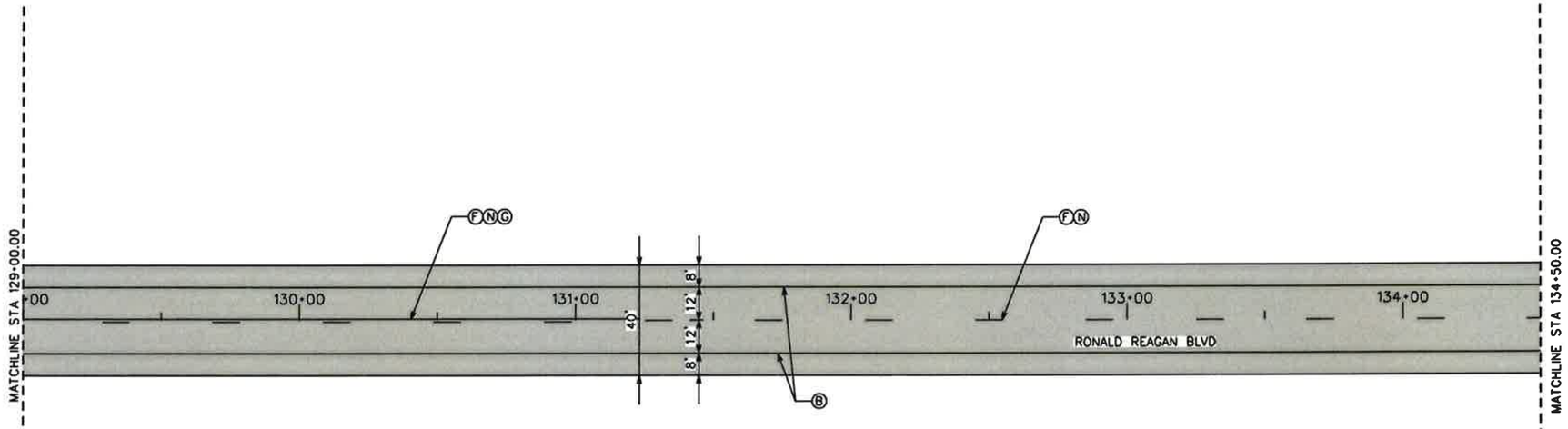

25 12.5 0 25 50

SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
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- (E) REFL PAV MRK TY I (W) 24" (SLD)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

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PHASE 1 - OVERLAY AND STRIPING PLAN

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Checked:	KQK

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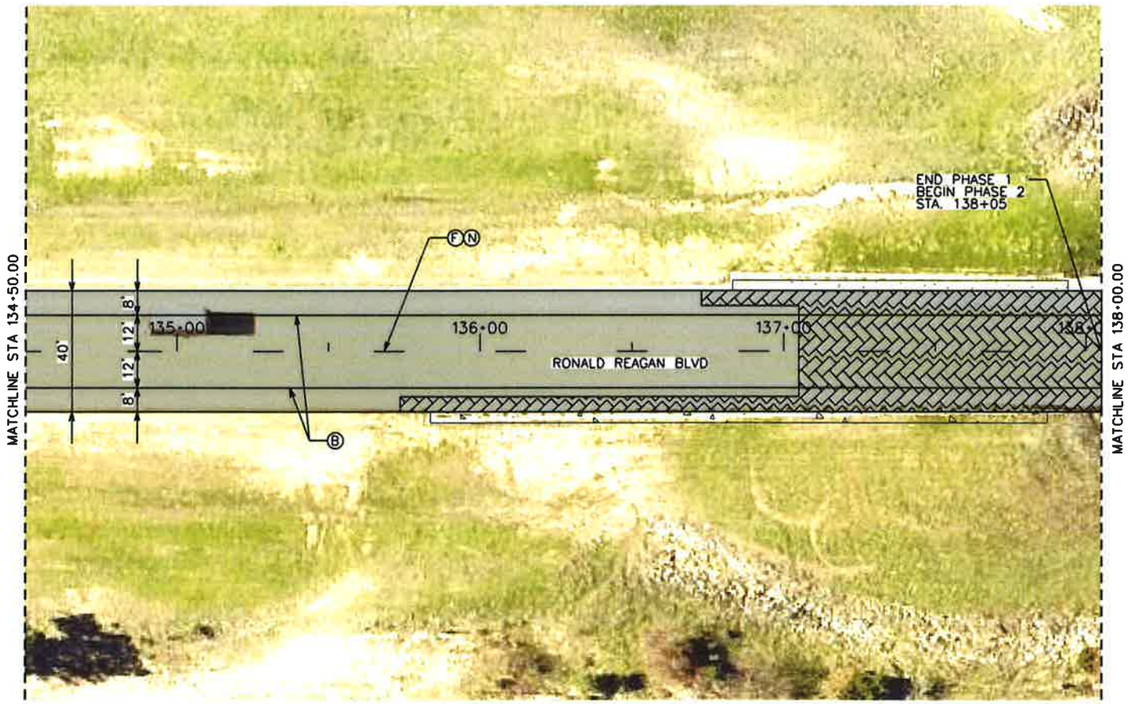

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25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

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PHASE 1 - OVERLAY AND STRIPING PLAN

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Checked:	KQK

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SHEET NO. 17

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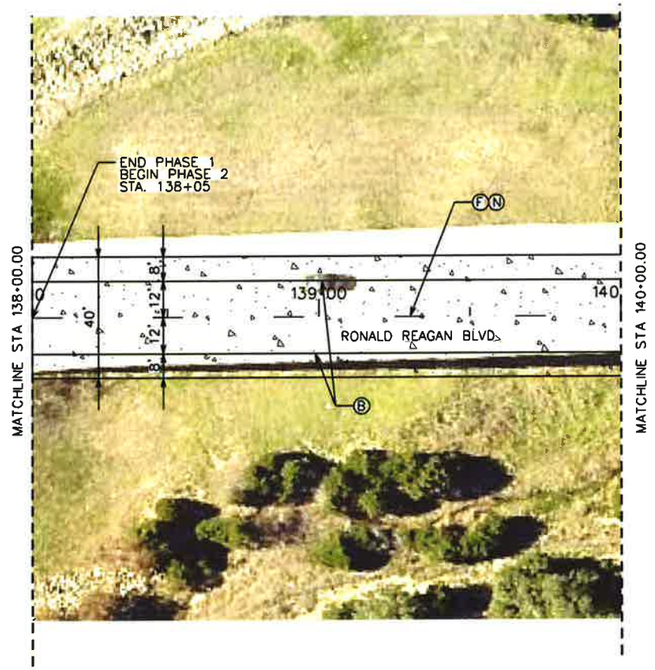

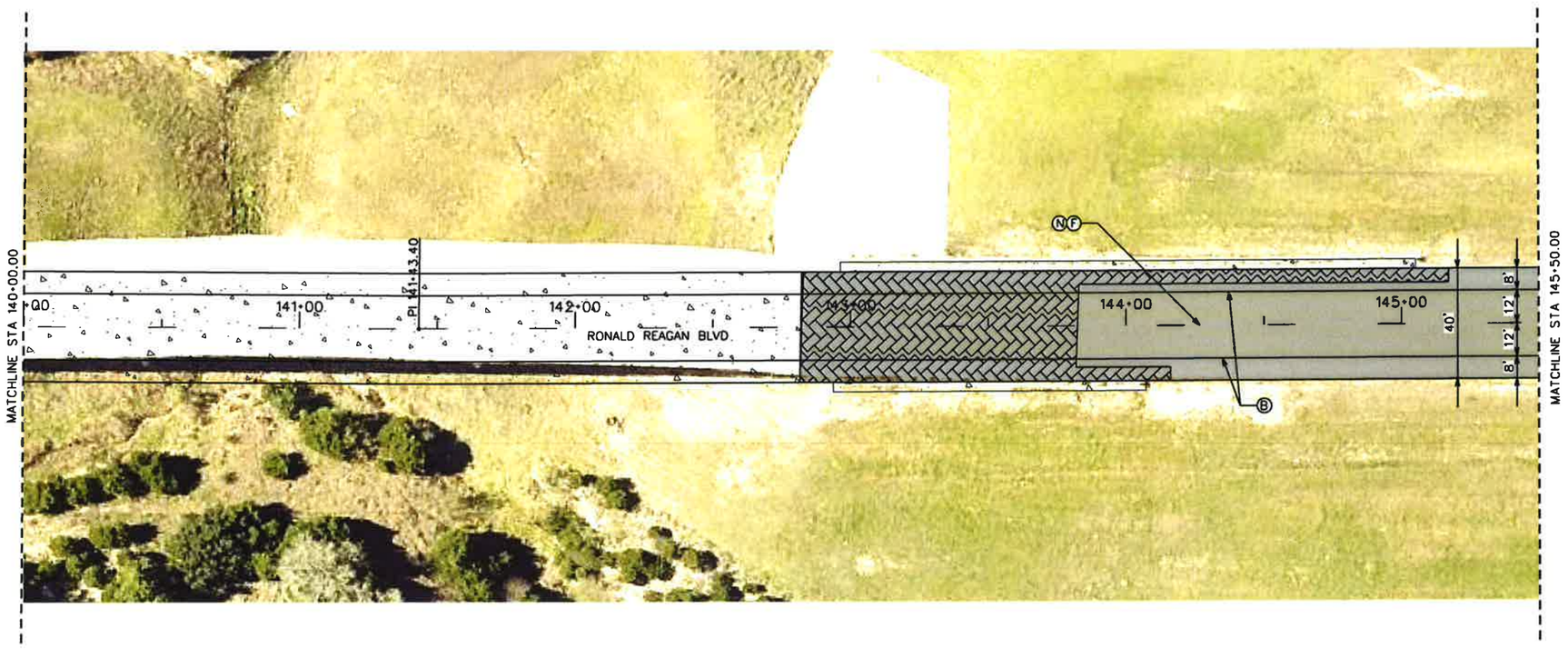

25 12.5 0 25 50

SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drown:	KGM
Checked:	KQK

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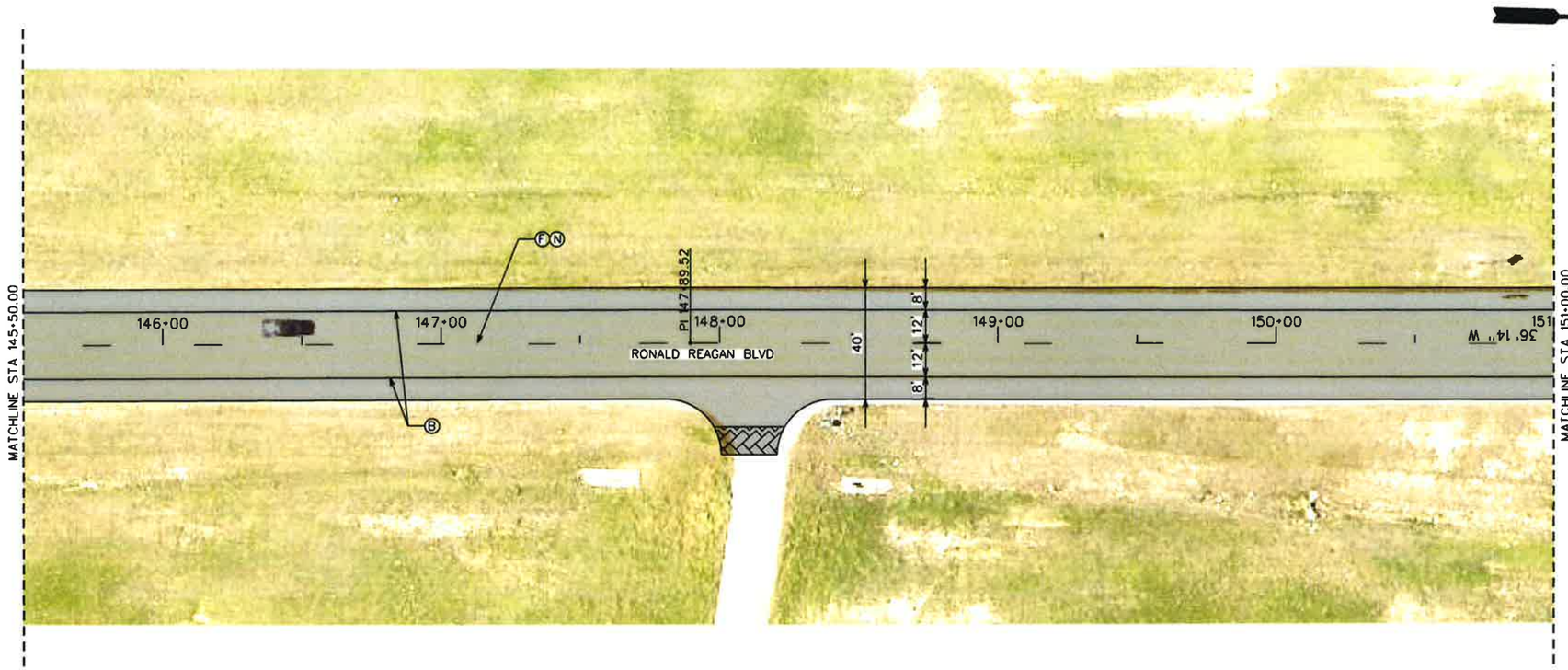
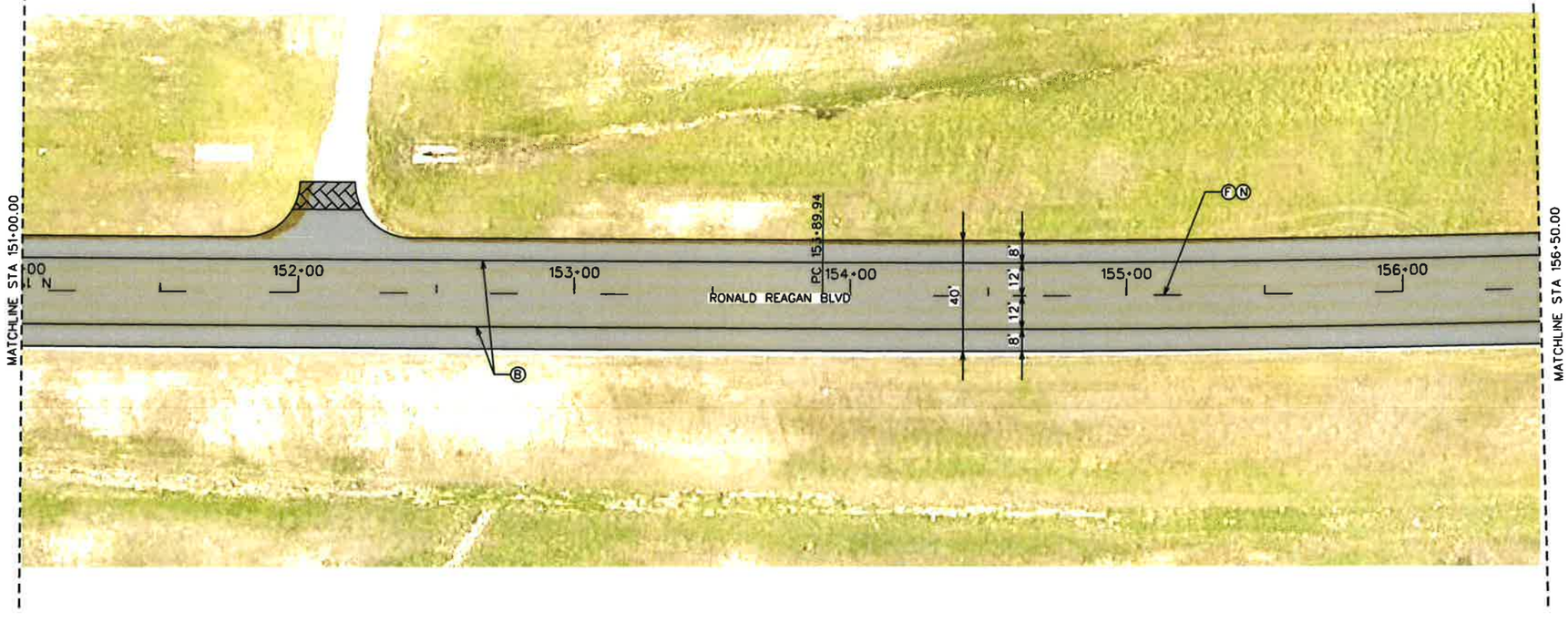
7/5/2016 10:24 AM





N

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

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Checked:	KQK

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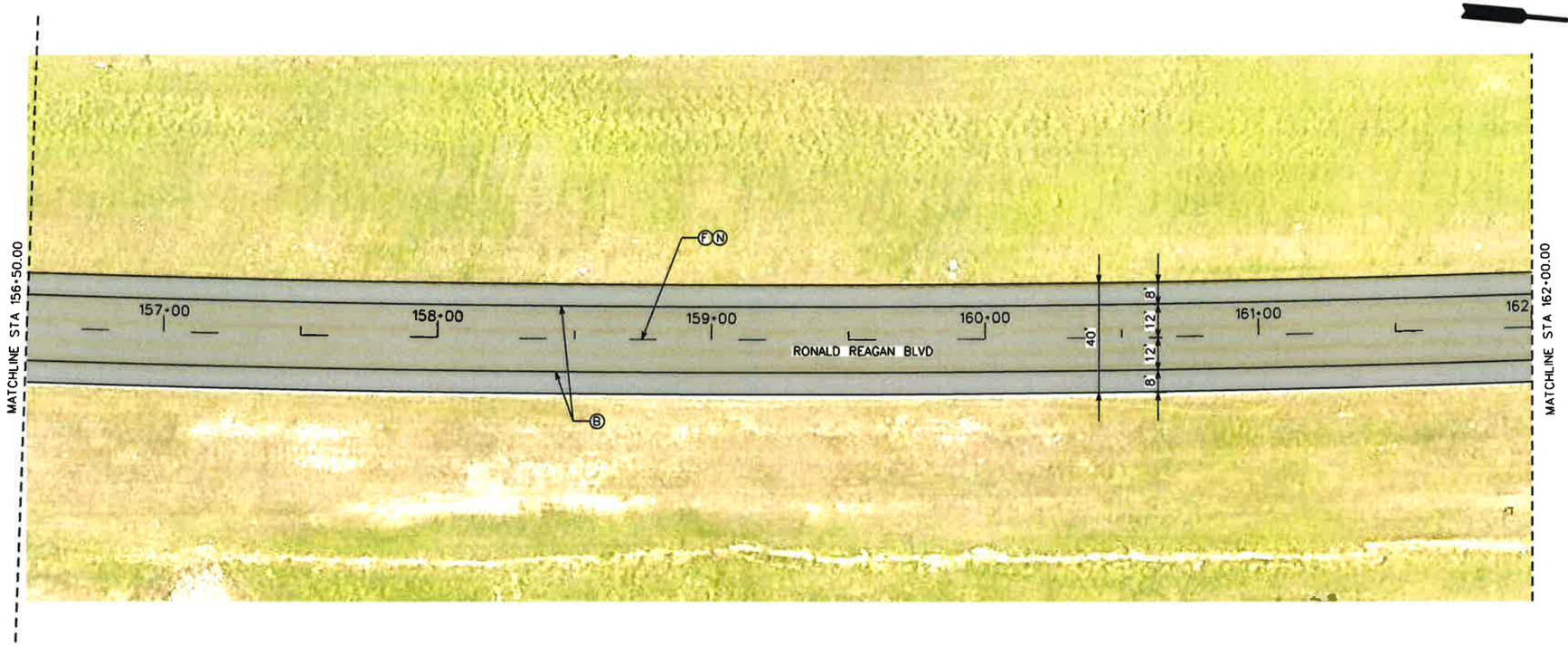
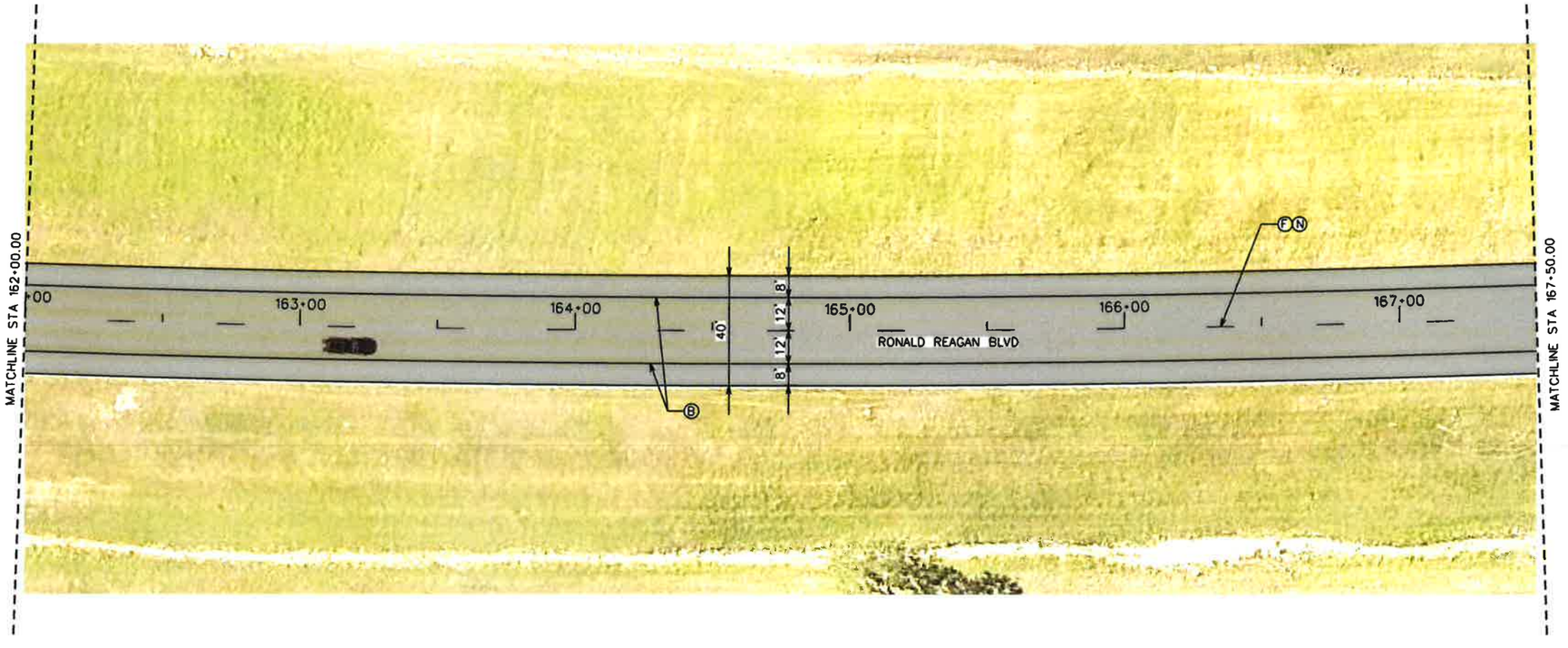
6/22/2016





LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

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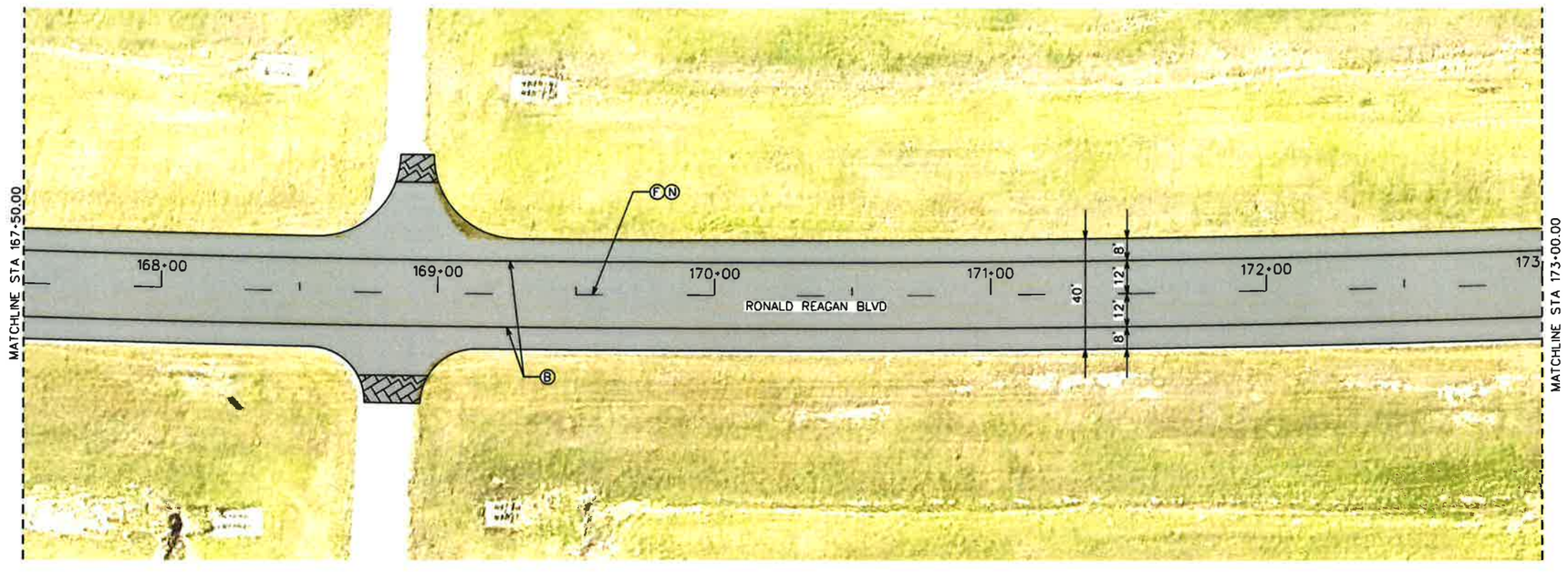

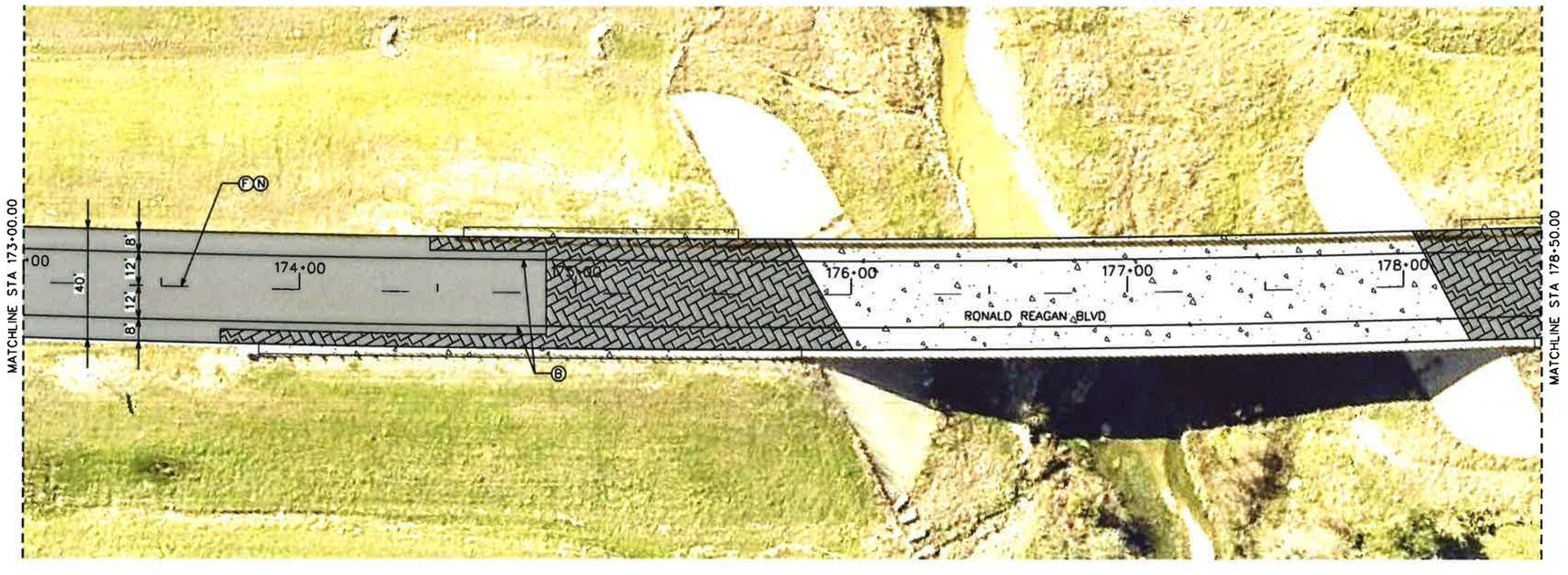

N

25 12.5 0 25 50

SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (O) REFL PAV MRKR TY I-C

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PHASE 2 - OVERLAY AND STRIPING PLAN

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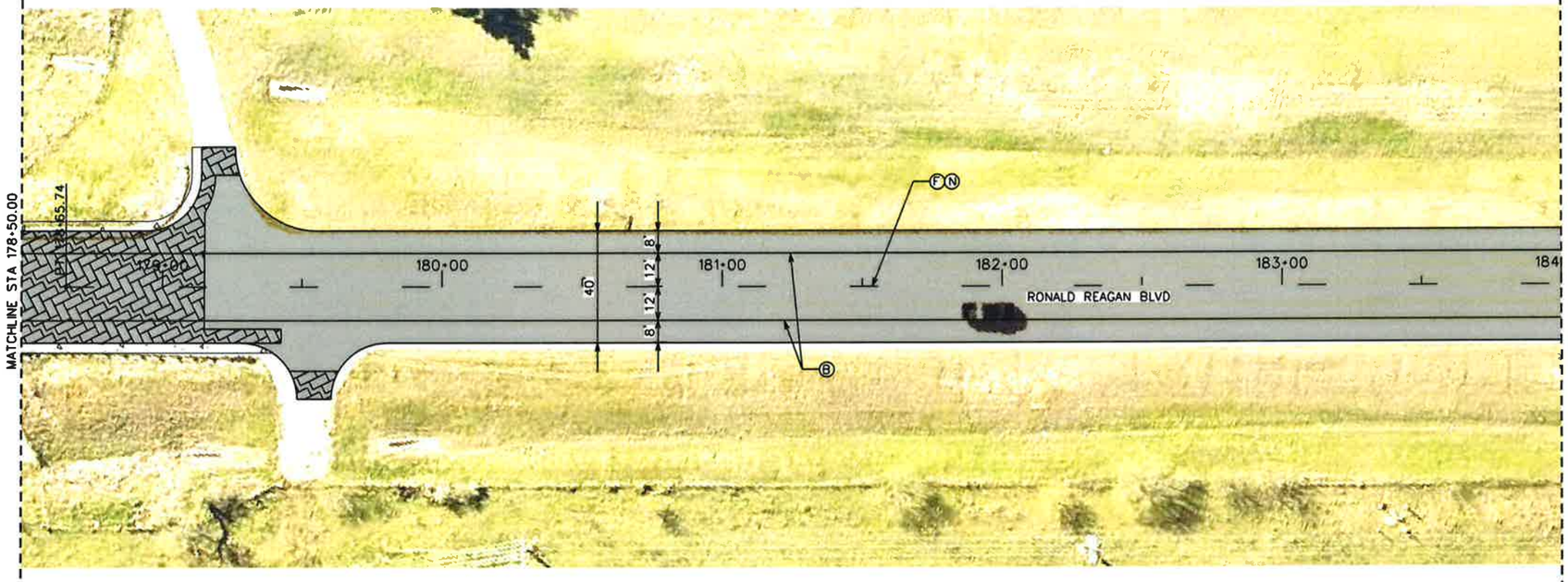

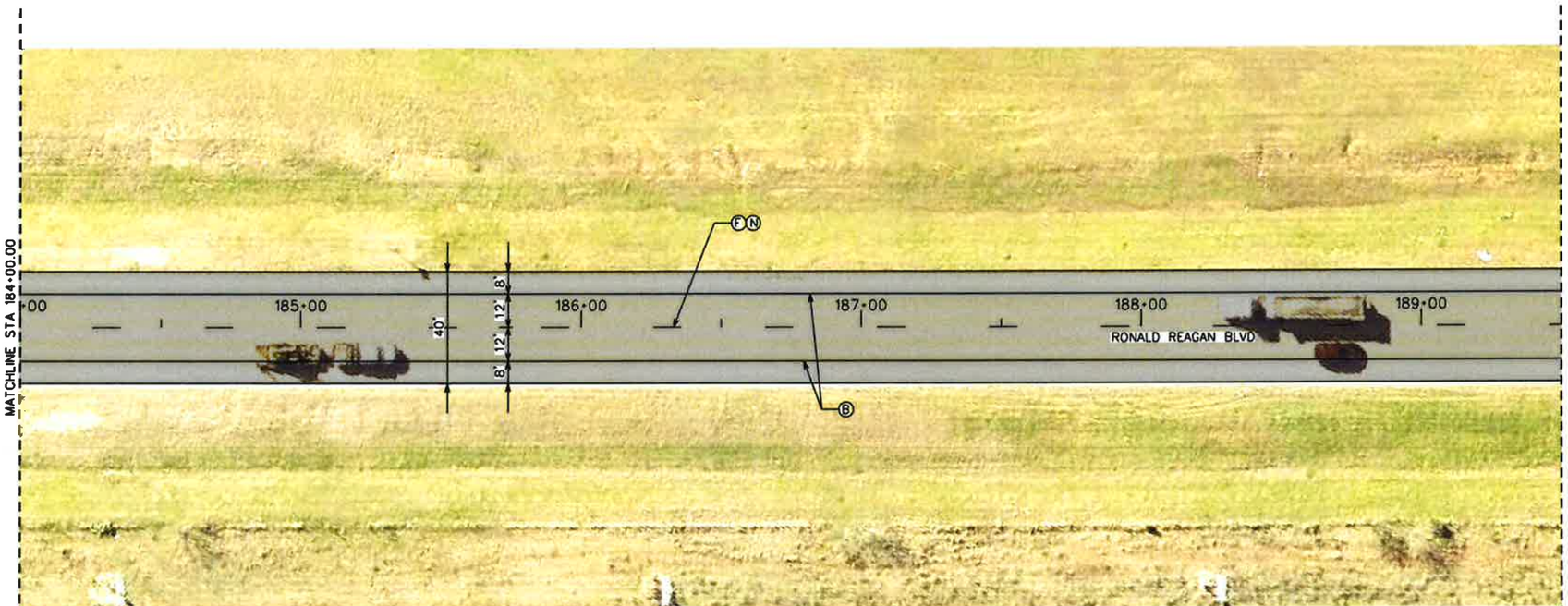

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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- (O) REFL PAV MRKR TY I-C

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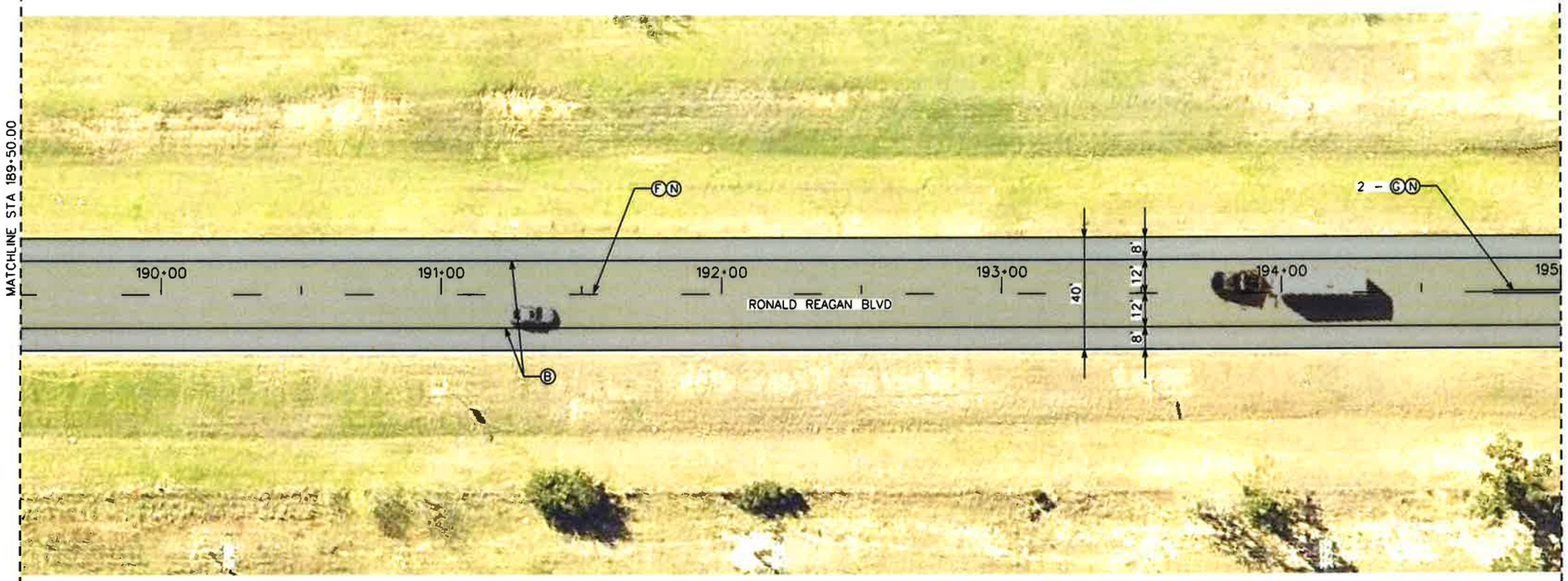

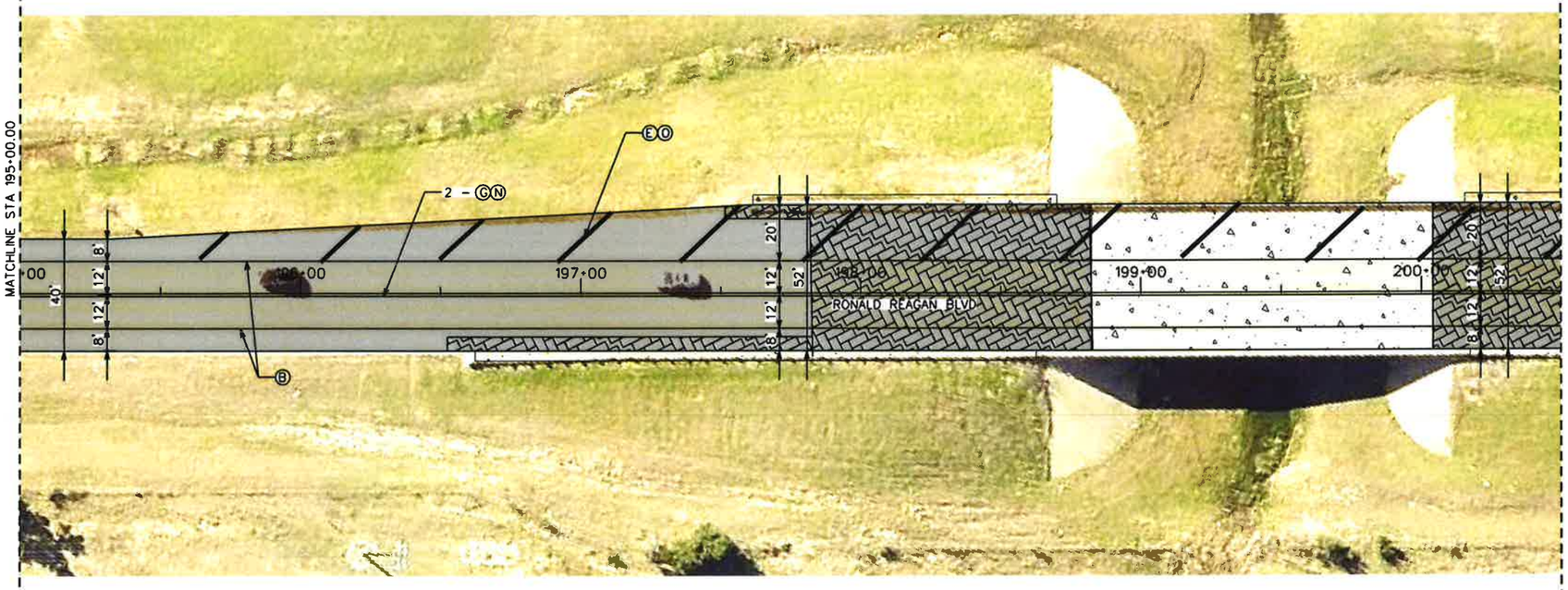

N

25 12.5 0 25 50
SCALE FEET

LEGEND

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MILLING

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- (A) REFL PAV MRK TY I (W) 4" (BRK)
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SHEET NO. 23

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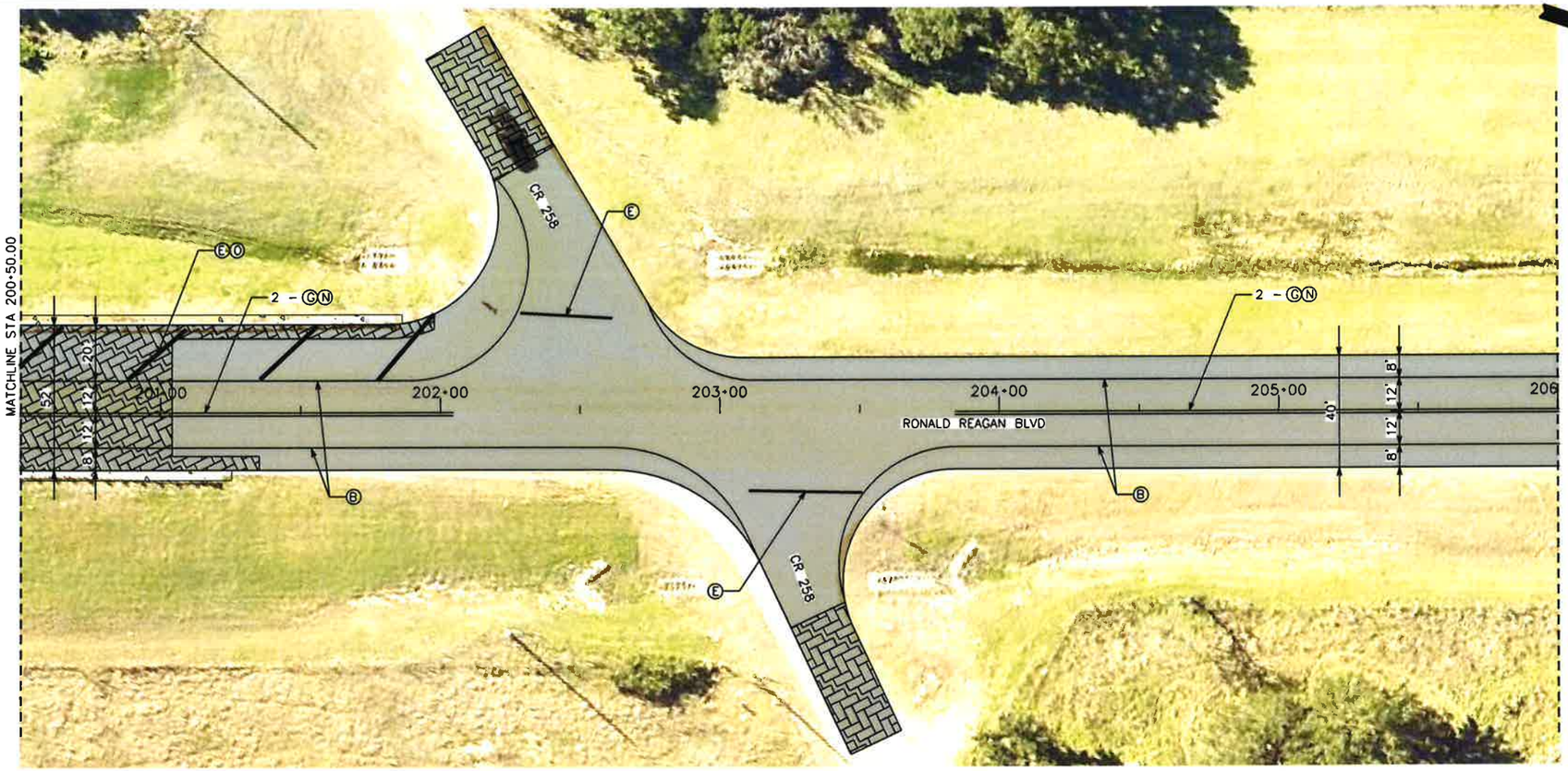

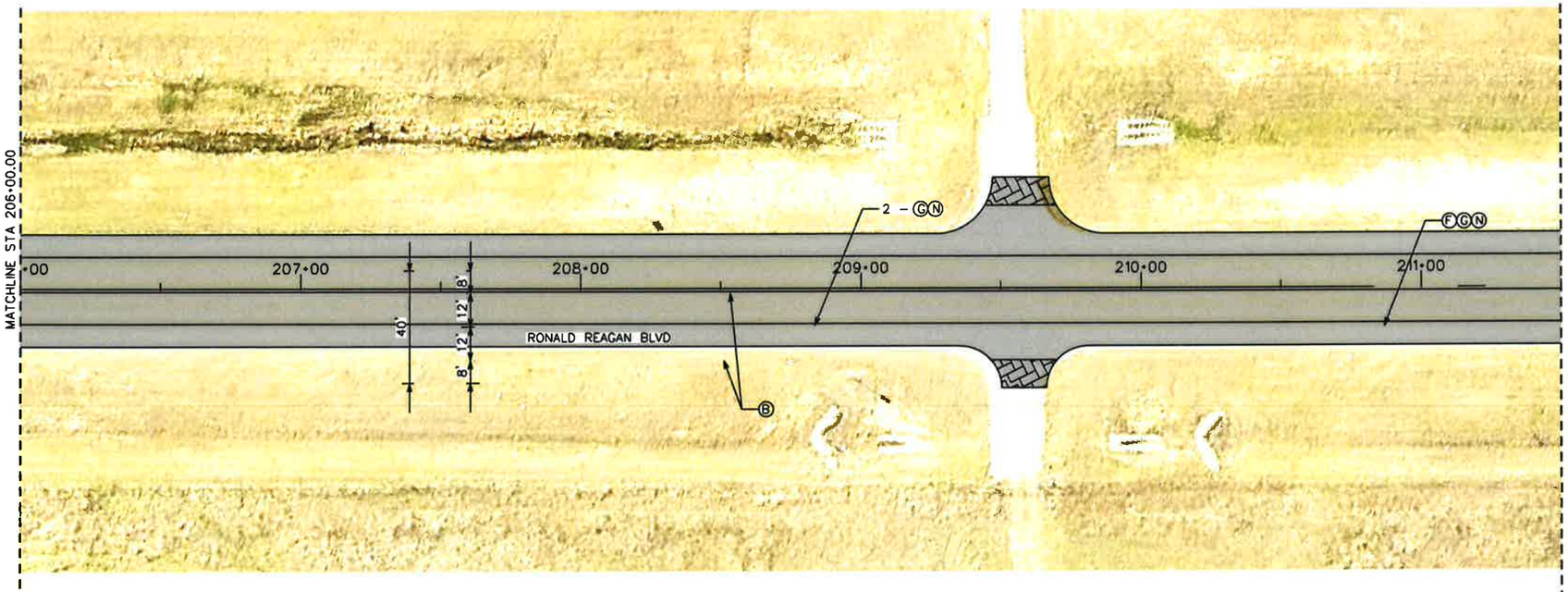

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 24

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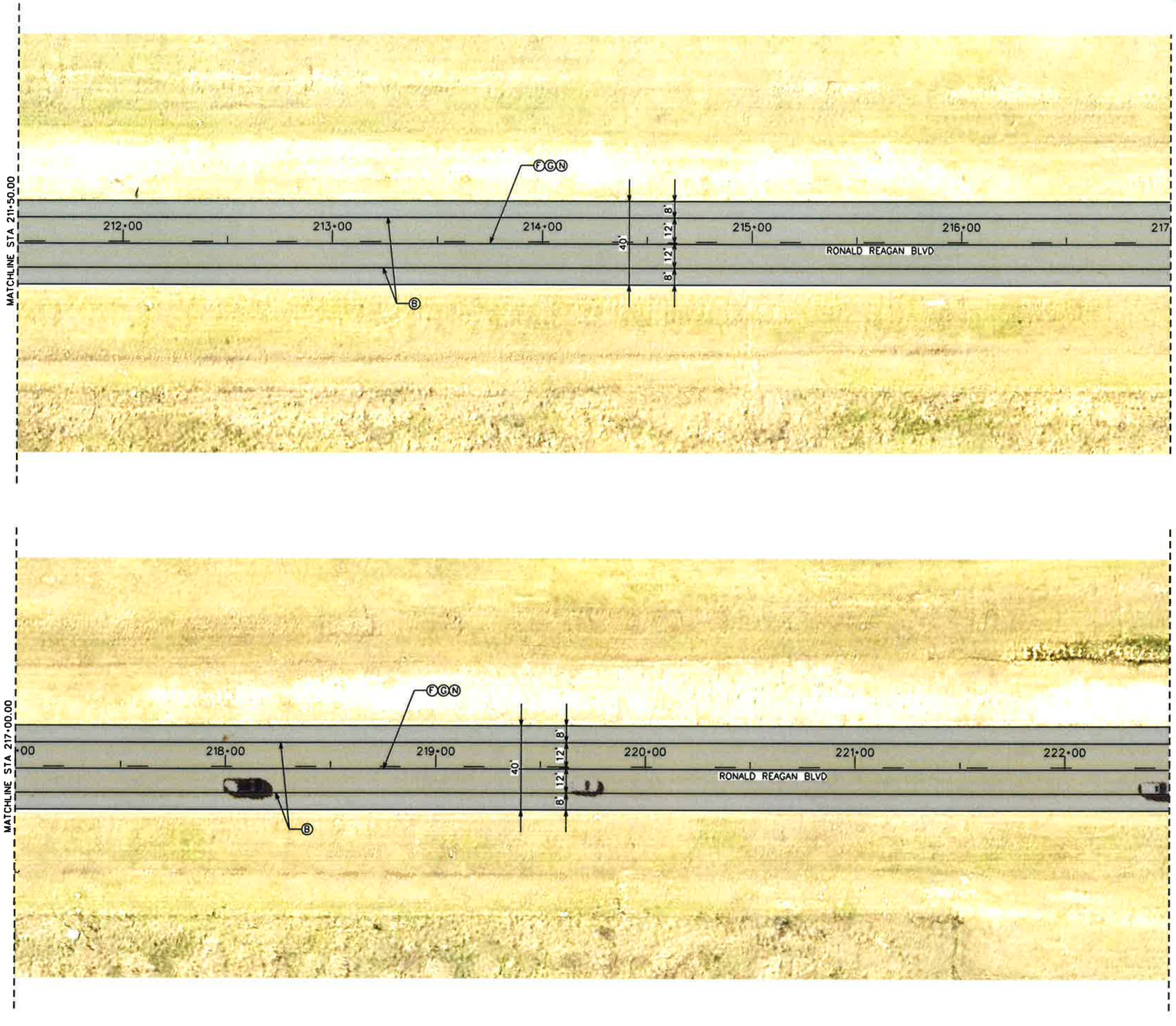

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
- (F) REFL PAV MRK TY I (Y) 4" (BRK)
- (G) REFL PAV MRK TY I (Y) 4" (SLD)
- (I) REFL PAV MRK TY I (Y) 24" (SLD)
- (J) REFL PAV MRK TY I (W) (DOUBLE ARROW)
- (K) REFL PAV MRK TY I (W) (ARROW)
- (L) REFL PAV MRK TY I (W) (WORD)
- (M) REFL PAV MRKR TY II-C-R
- (N) REFL PAV MRKR TY II-A-A
- (O) REFL PAV MRKR TY I-C

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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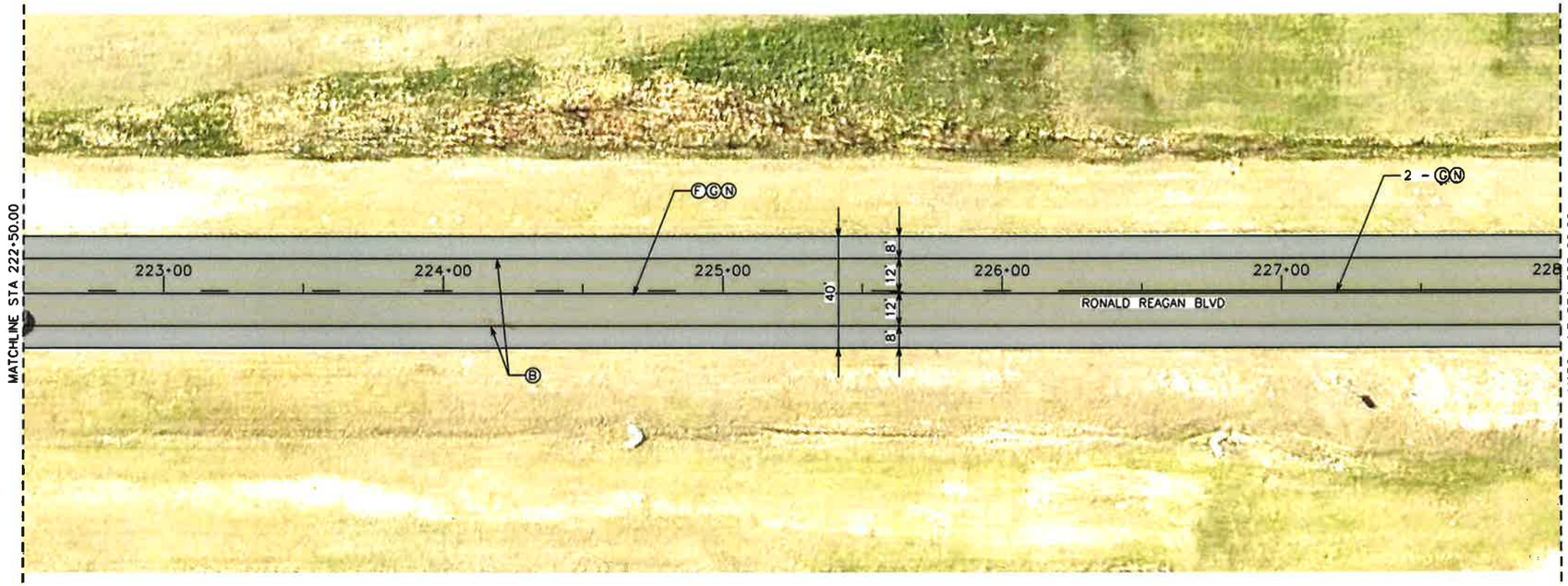
SHEET NO. 25



25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
- (B) REFL PAV MRK TY I (W) 4" (SLD)
- (C) REFL PAV MRK TY I (W) 8" (SLD)
- (E) REFL PAV MRK TY I (W) 24" (SLD)
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- (O) REFL PAV MRKR TY I-C

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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
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Drawn:	KGM
Checked:	KQK

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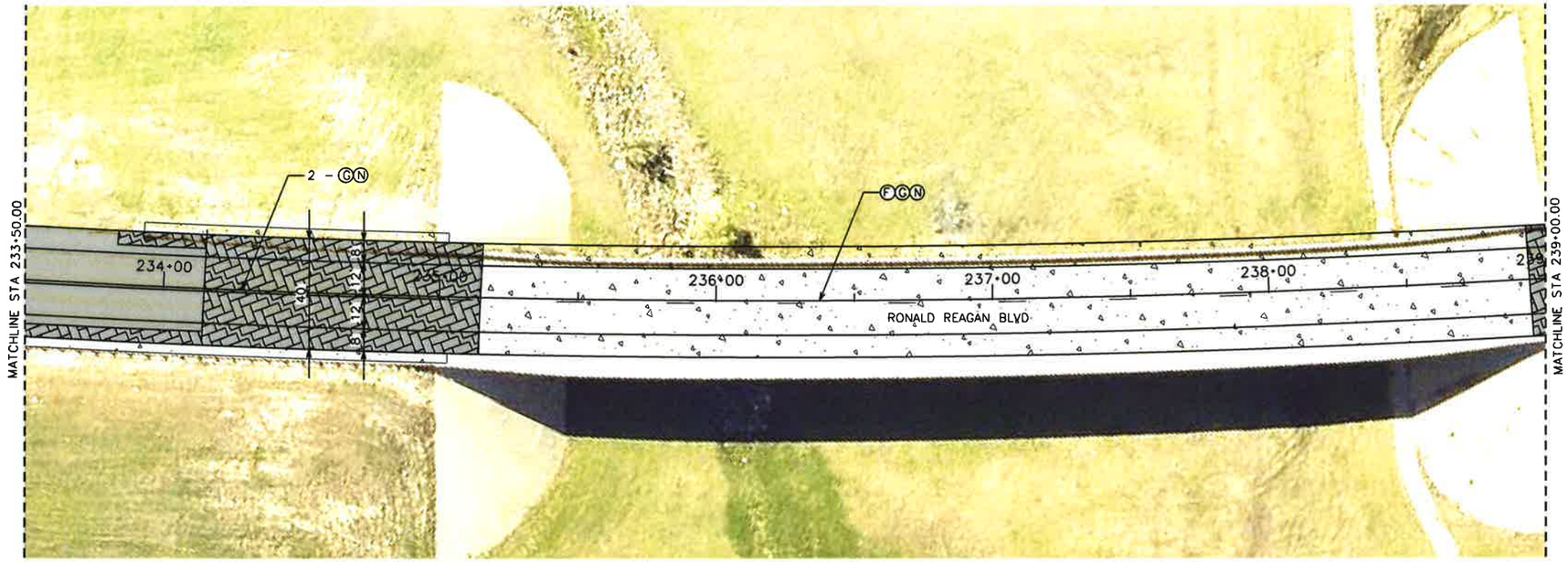

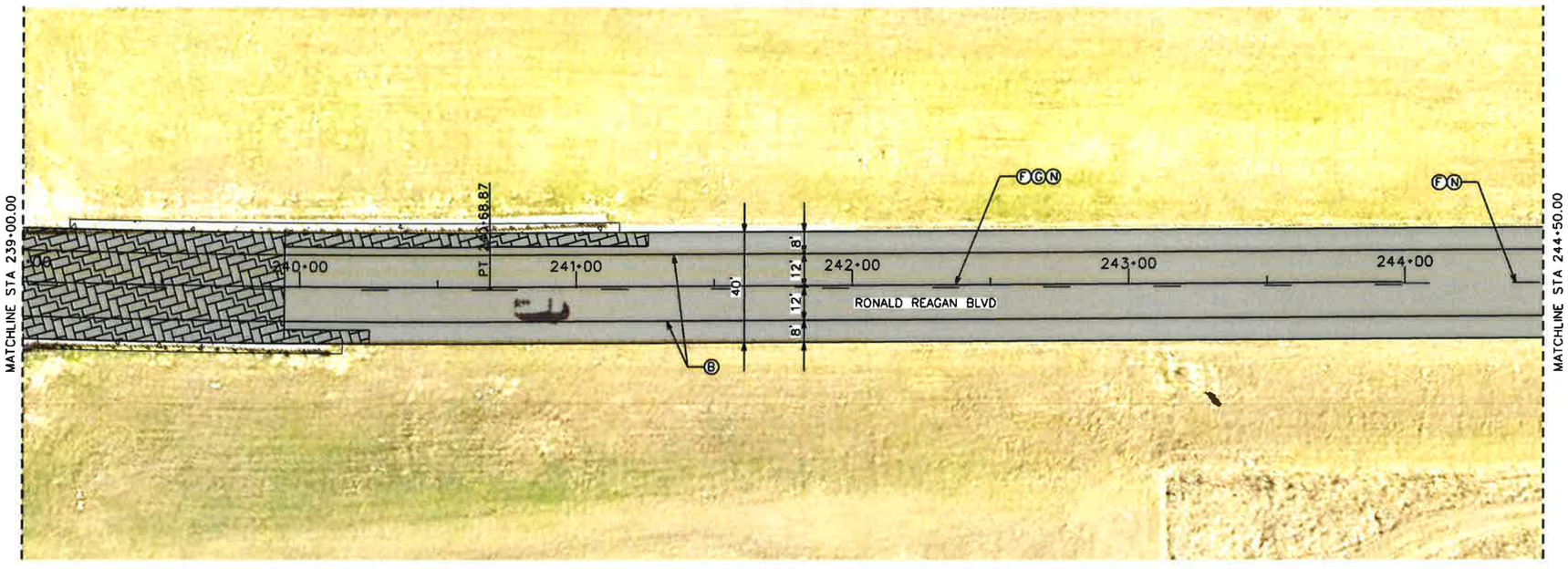

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

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Drawn:	KGM
Checked:	KQK

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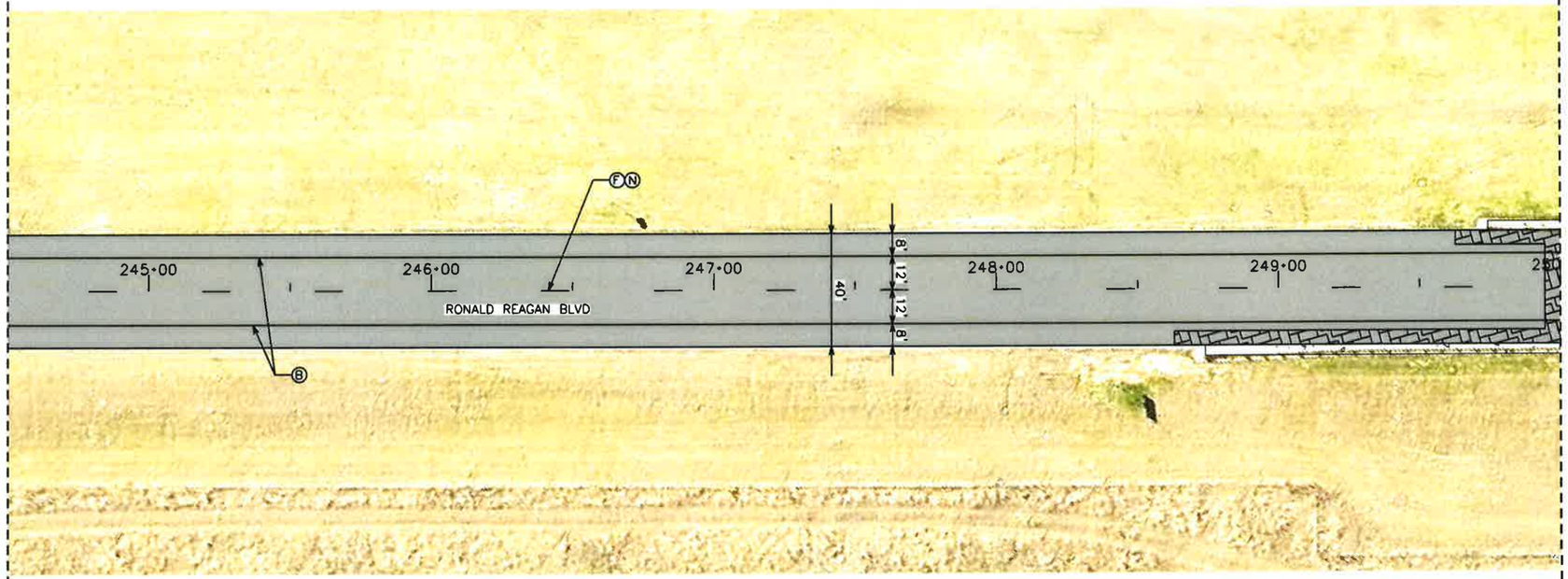

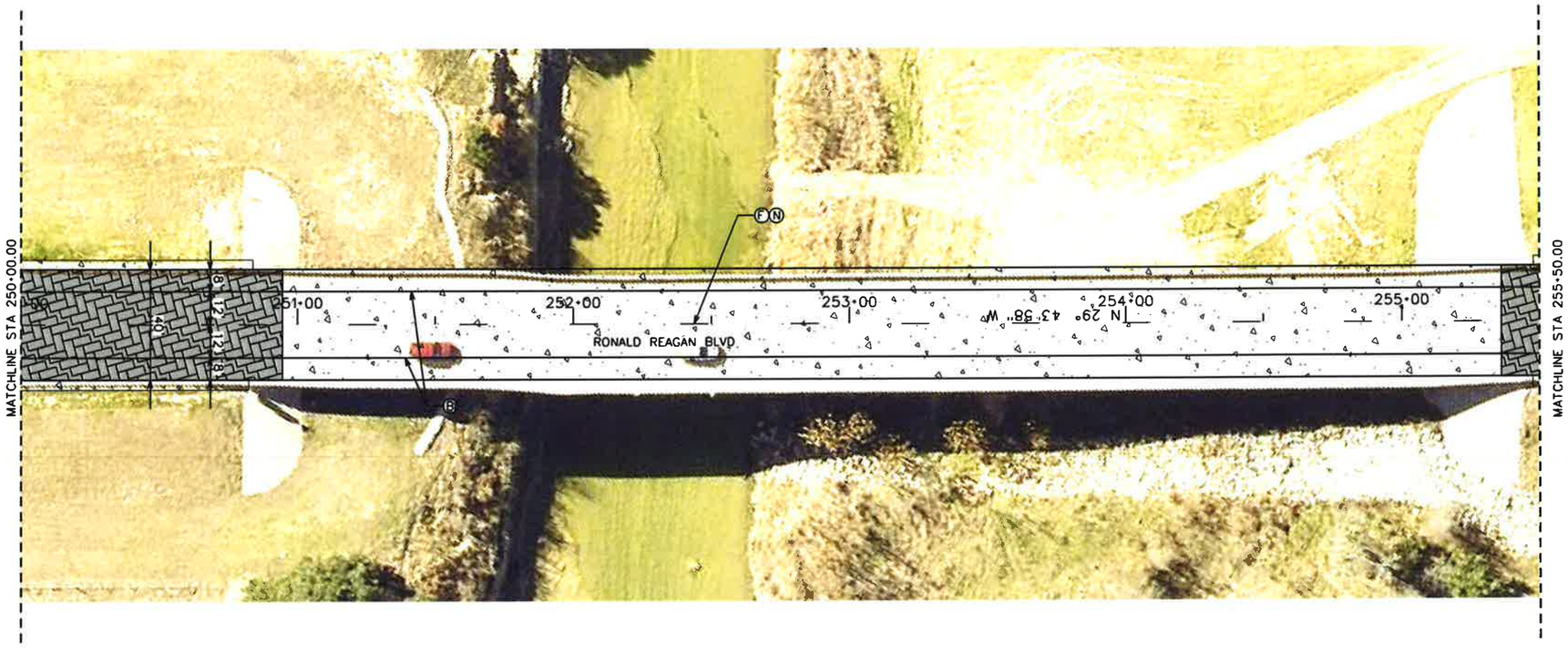

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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DEPT. OF
INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 28

RE_PLAN23.dgn 10:46:12 AM
6/22/2016

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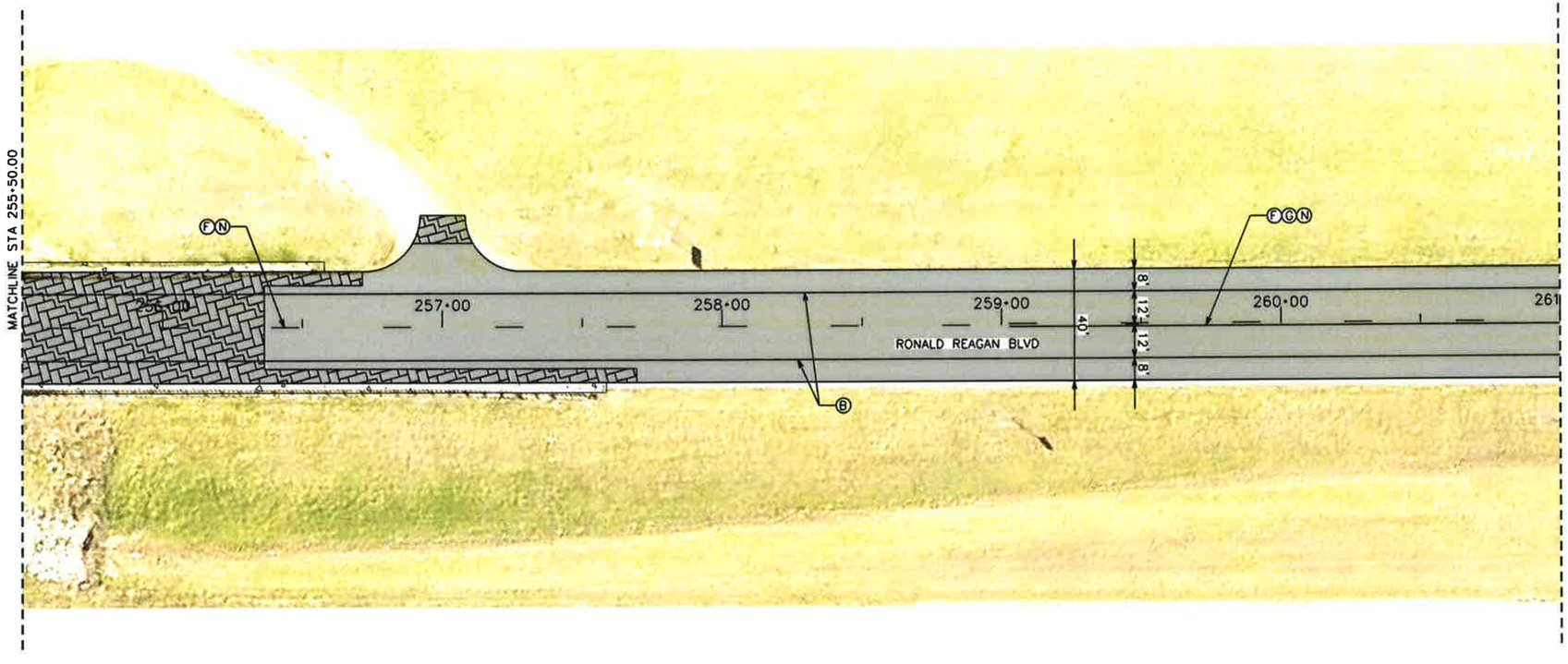

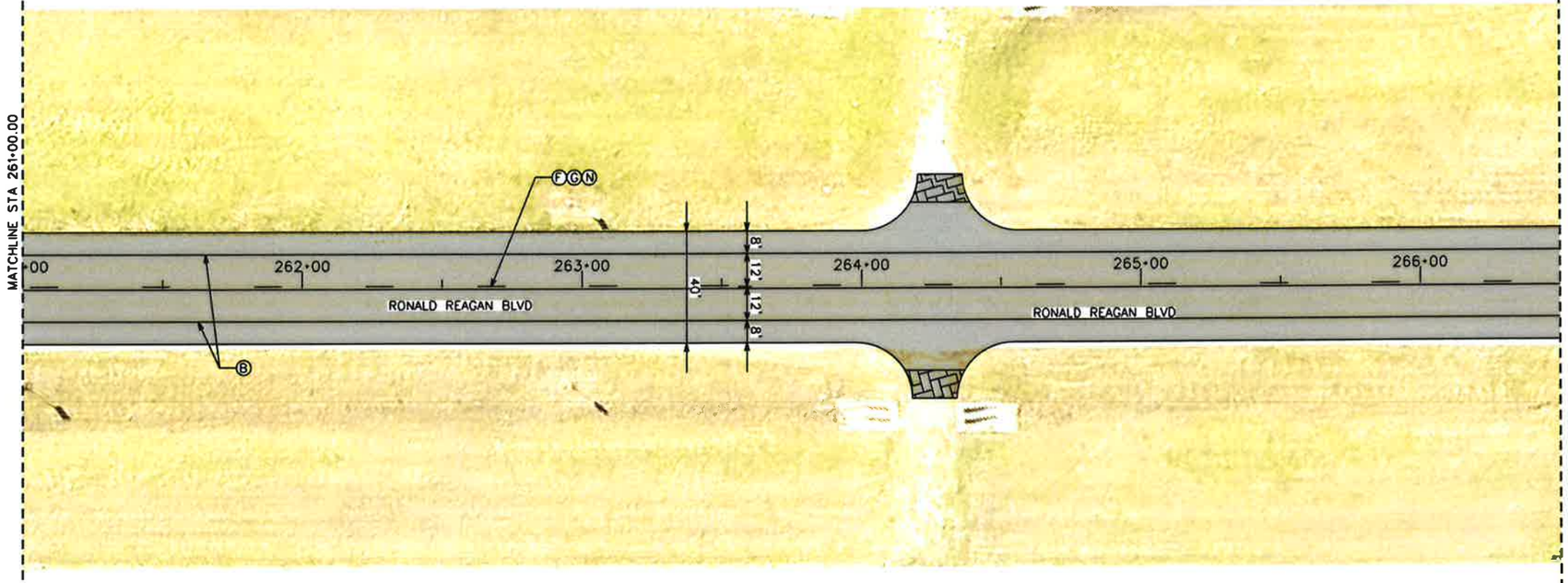

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 29

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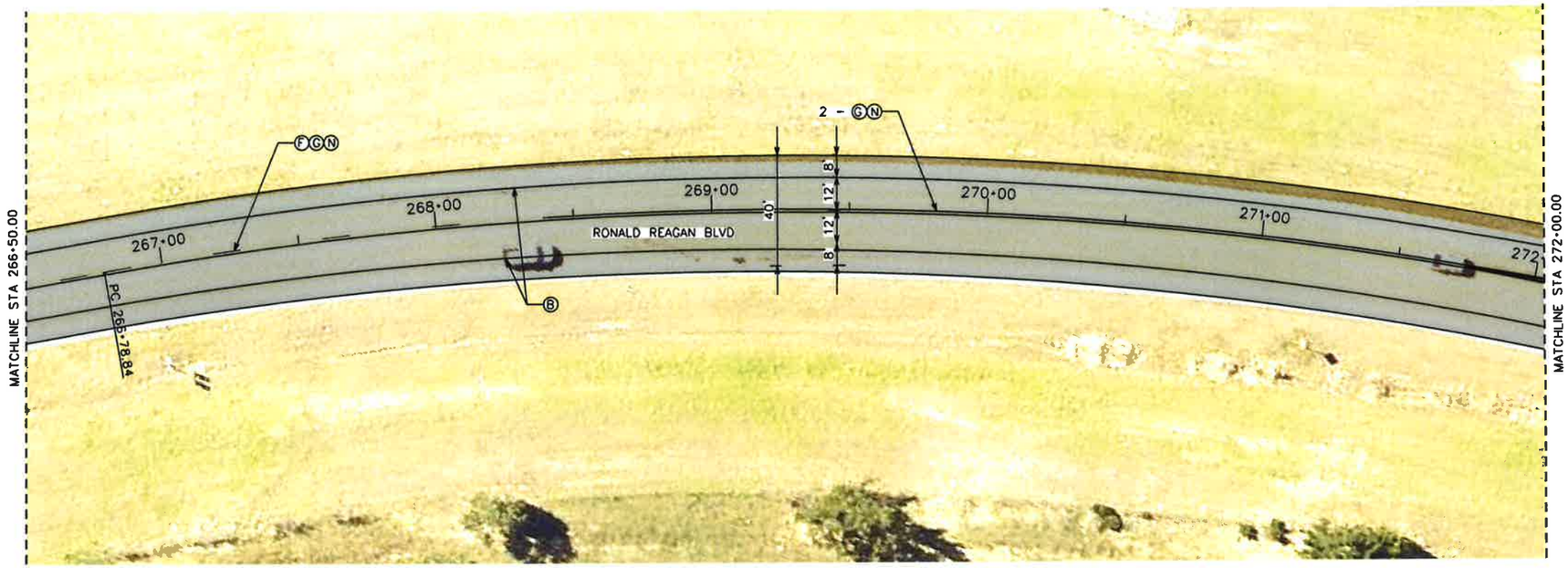

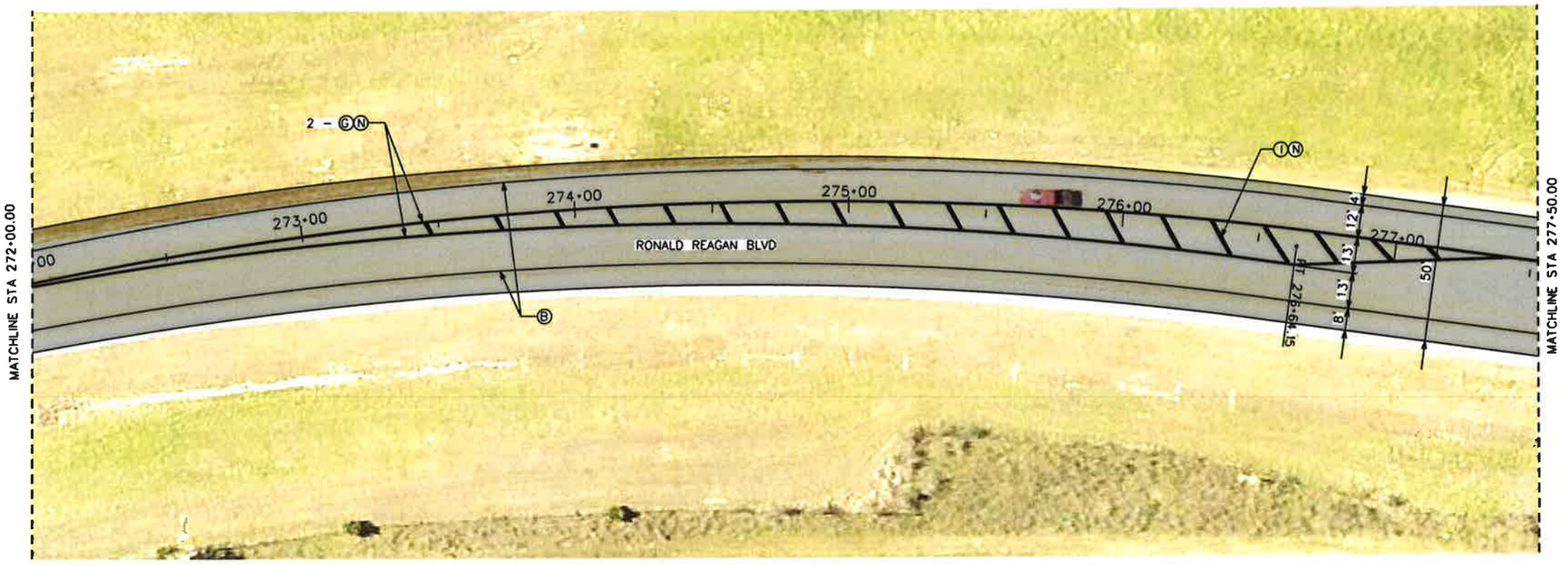

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 30

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6/22/2016

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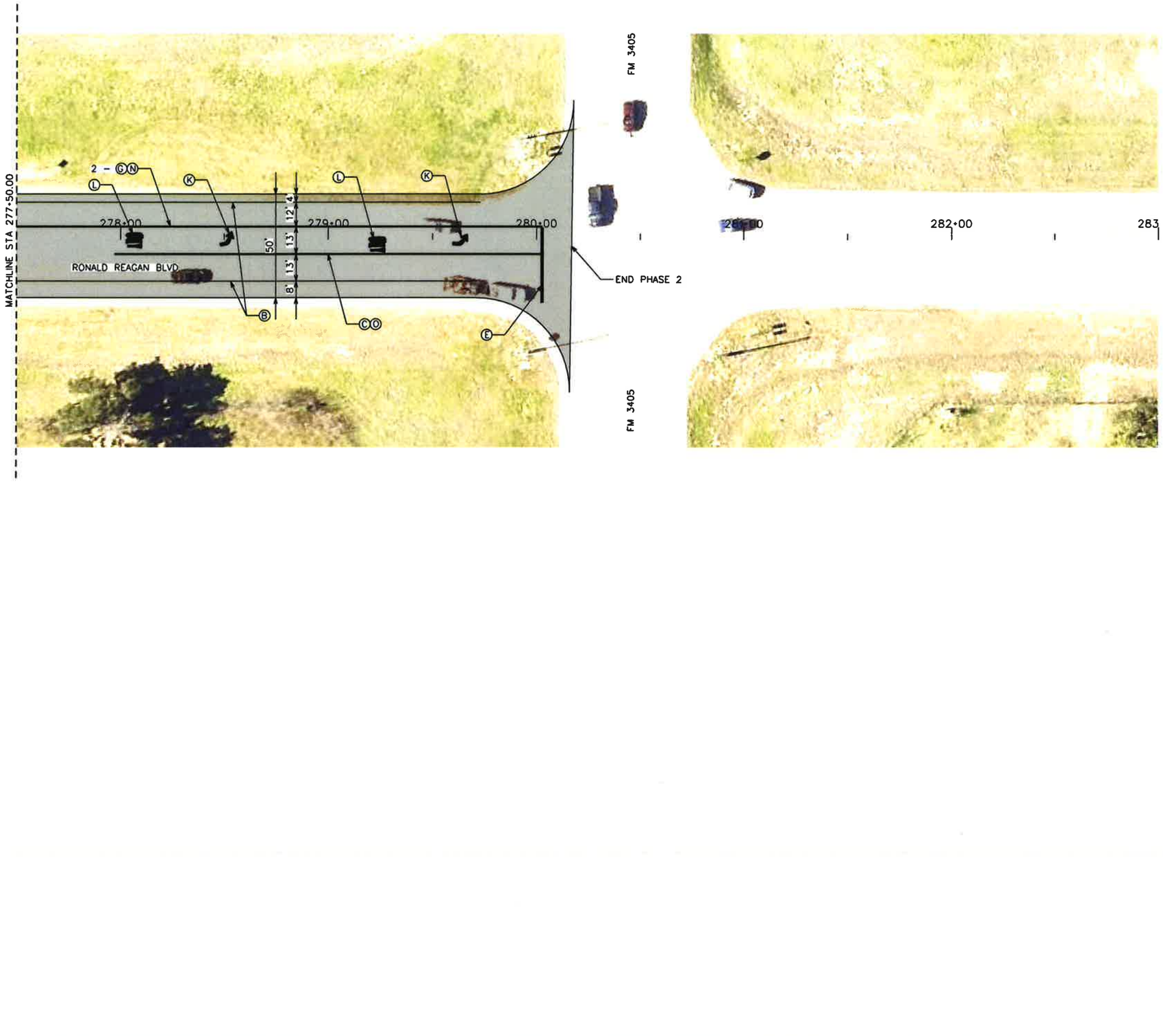

25 12.5 0 25 50
SCALE FEET

LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I (W) 4" (BRK)
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STATE OF TEXAS
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Kelly G Morrelli 6/29/16

NO.	REVISION	BY	DATE

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

RONALD REAGAN BLVD
PHASE 2 - OVERLAY AND STRIPING PLAN

Designed:	KGM
Checked:	KQK
Drawn:	KGM
Checked:	KQK

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SHEET NO. 31

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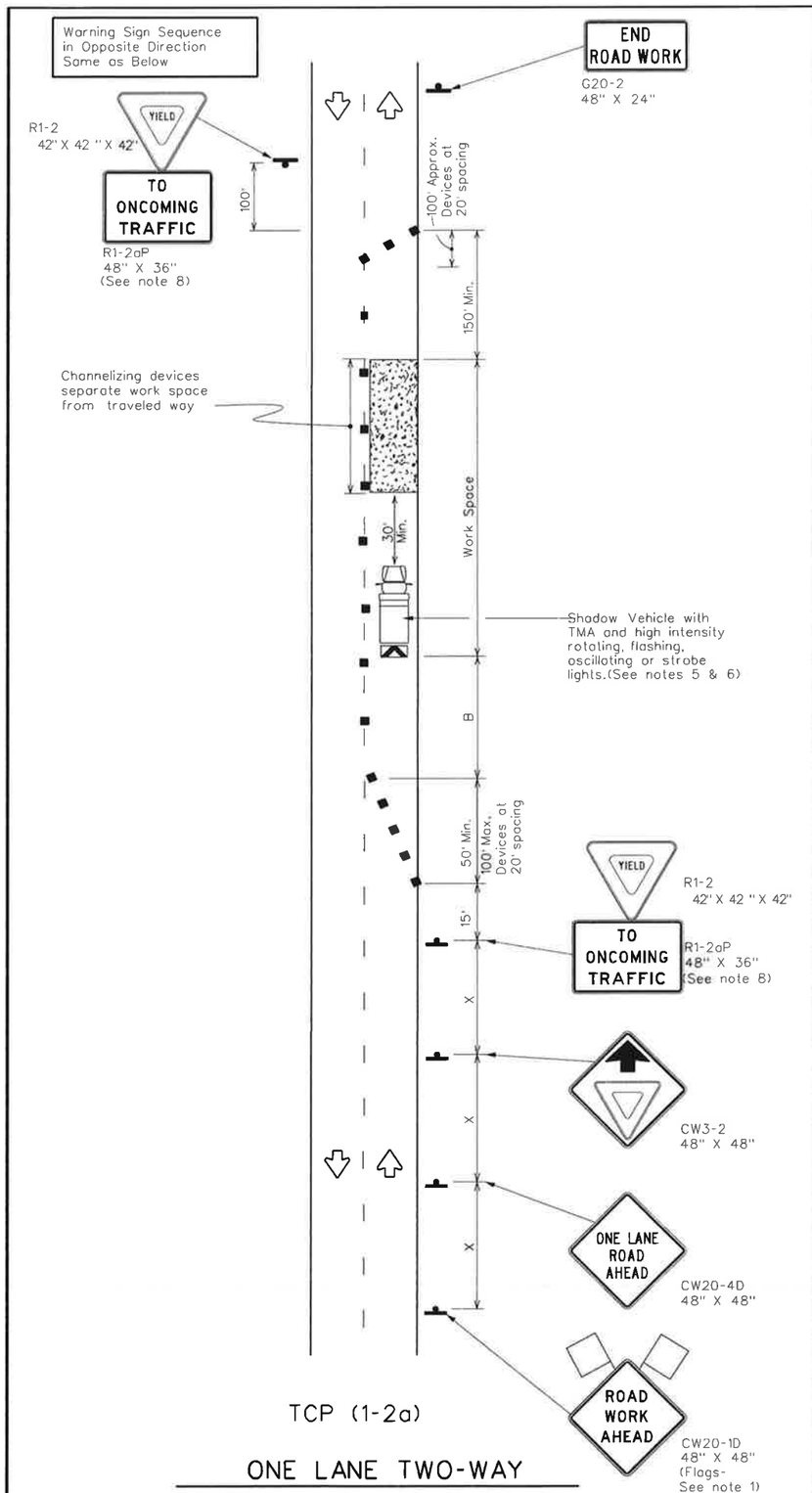
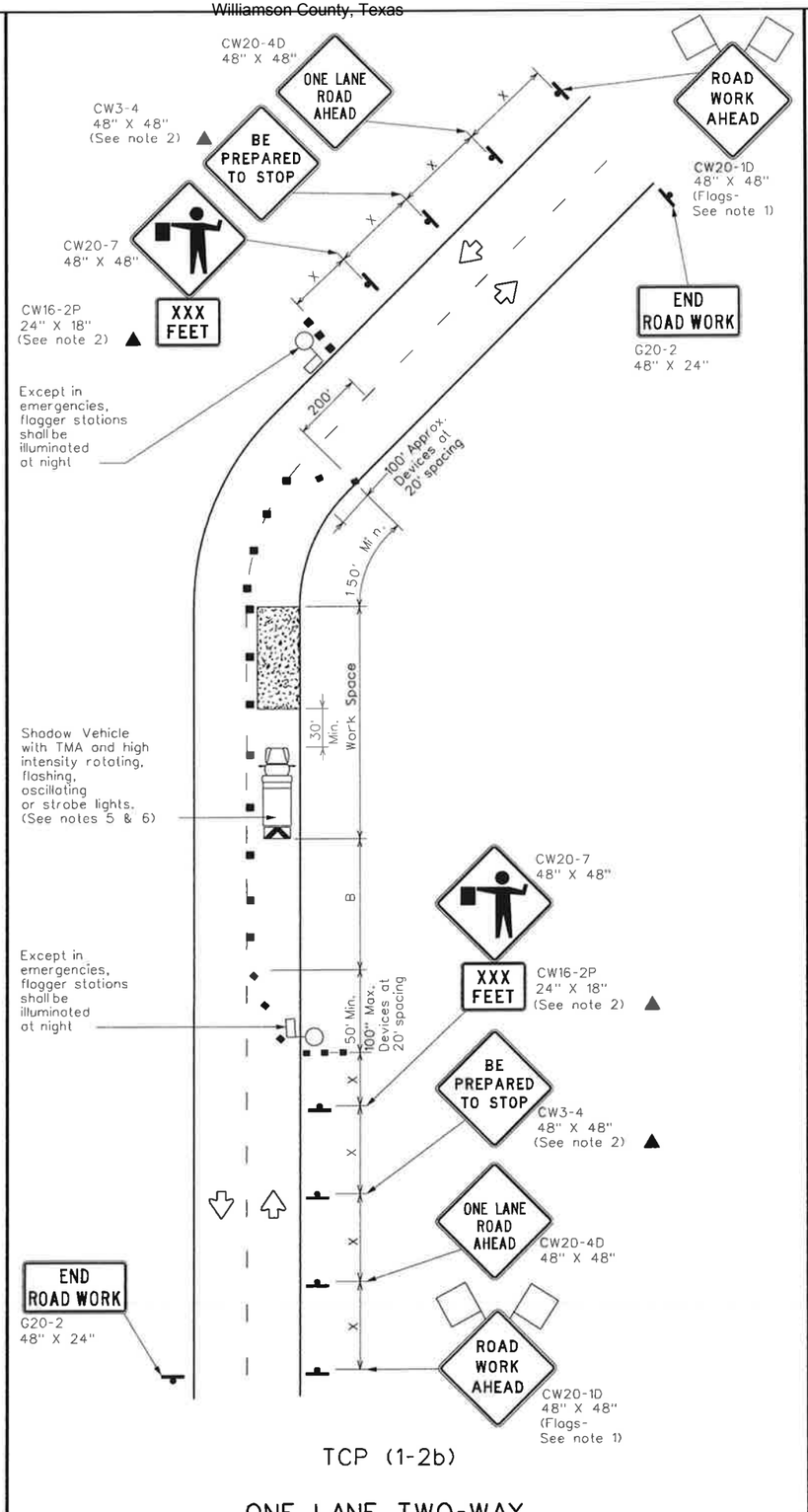
DATE:
FILE:



TCP (1-2a)

ONE LANE TWO-WAY CONTROL WITH YIELD SIGNS

(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY CONTROL WITH FLAGGERS

LEGEND

	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE

MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" plaque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
4-90 2-12
2-94
1-97
4-98

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			32

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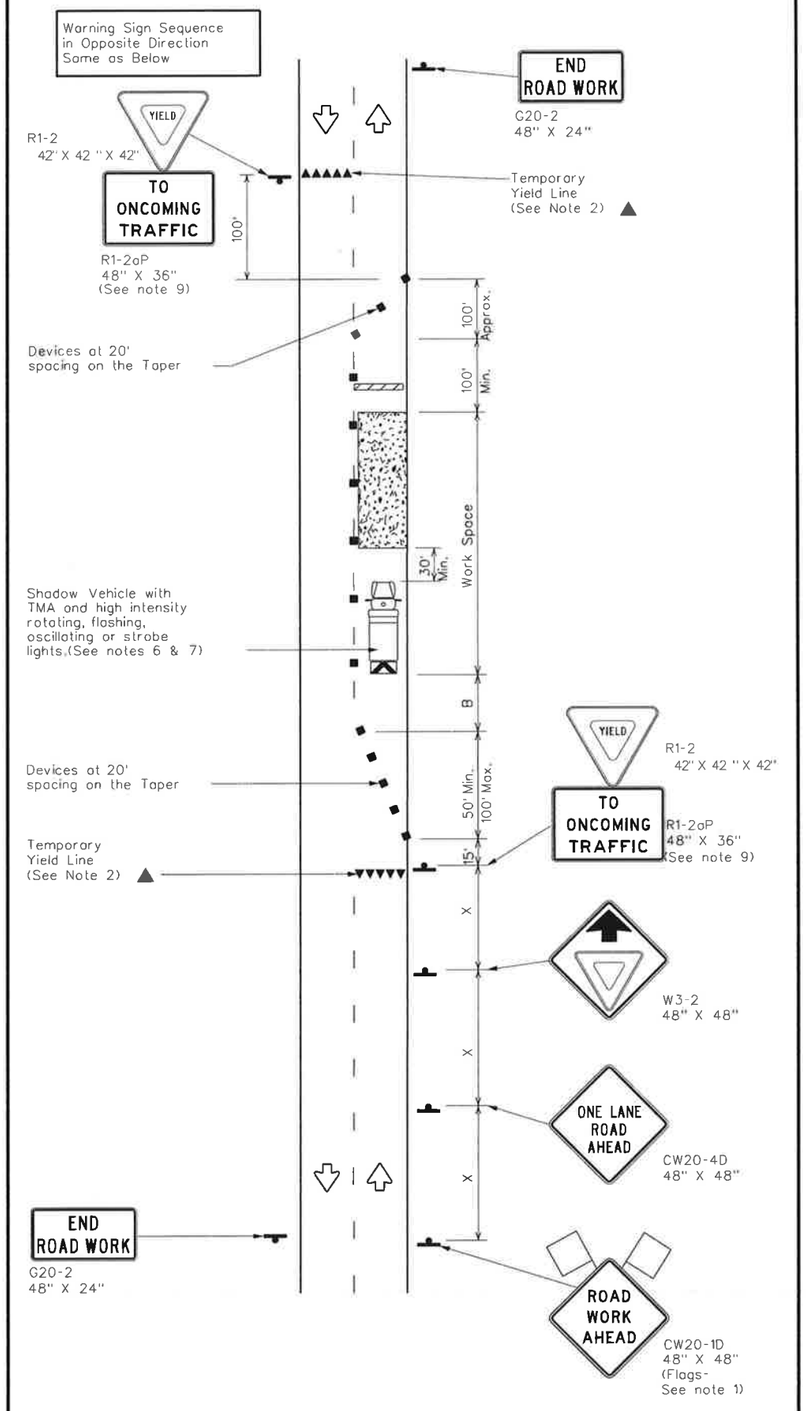
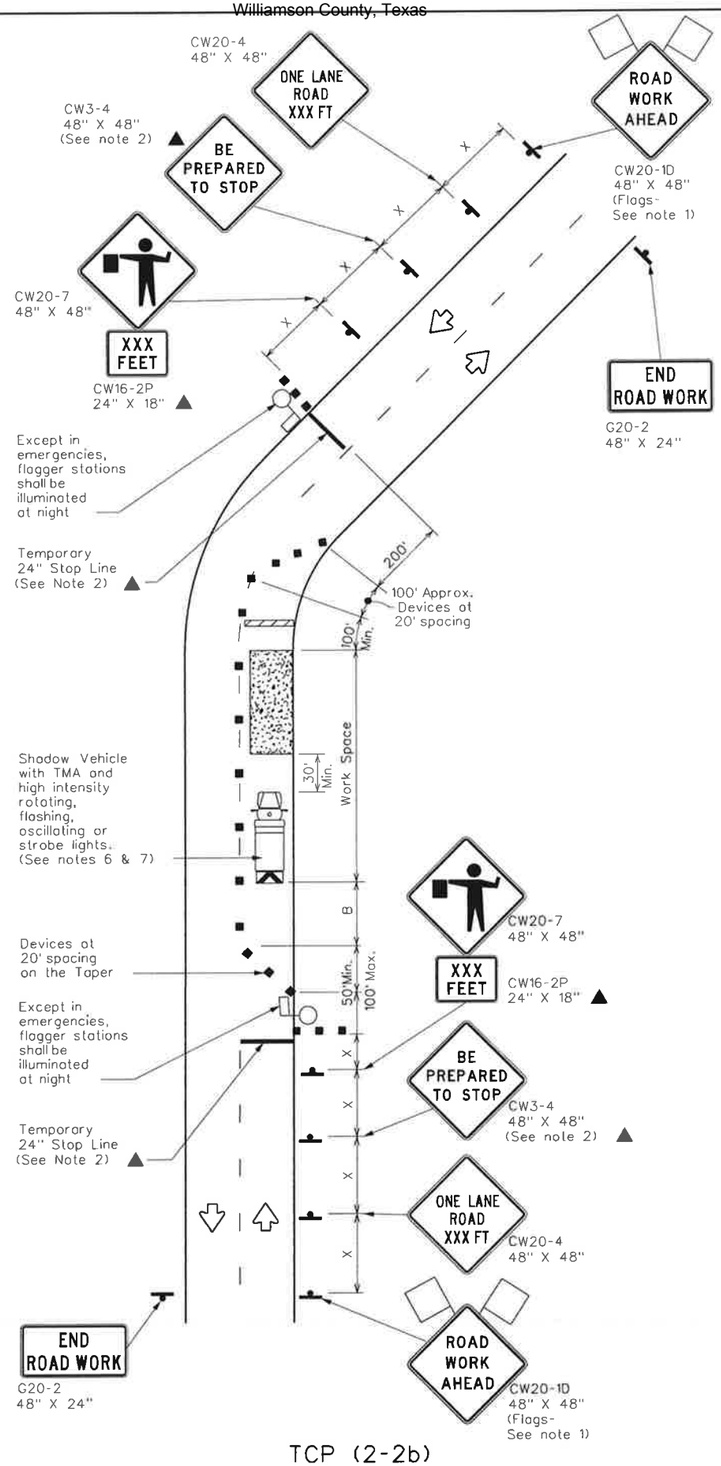


TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)



TCP (2-2b)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Floshing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
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45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
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* Conventional Roads Only
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L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4 "ONE LANE ROAD XXX FT" sign, but proper sign spacing shall be maintained.
4. Flaggers should use two-way radios or other methods of communication to control traffic.
5. Length of work space should be based on the ability of flaggers to communicate.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-2a)

8. The R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work space should be no longer than one half city block. In rural areas, roadways with less than 2000 ADT, work space should be no longer than 400 feet.
9. The R1-2aP "YIELD TO ONCOMING TRAFFIC" sign shall be placed on a support at a 7 foot minimum mounting height.

TCP (2-2b)

10. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the flagger and a queue of stopped vehicles. (See table above).
12. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situtations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(2-2)-12

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
8-95 2-12	CONT	SECT	JOB	HIGHWAY
1-97				
4-98	DIST	COUNTY		SHEET NO.
3-03				33

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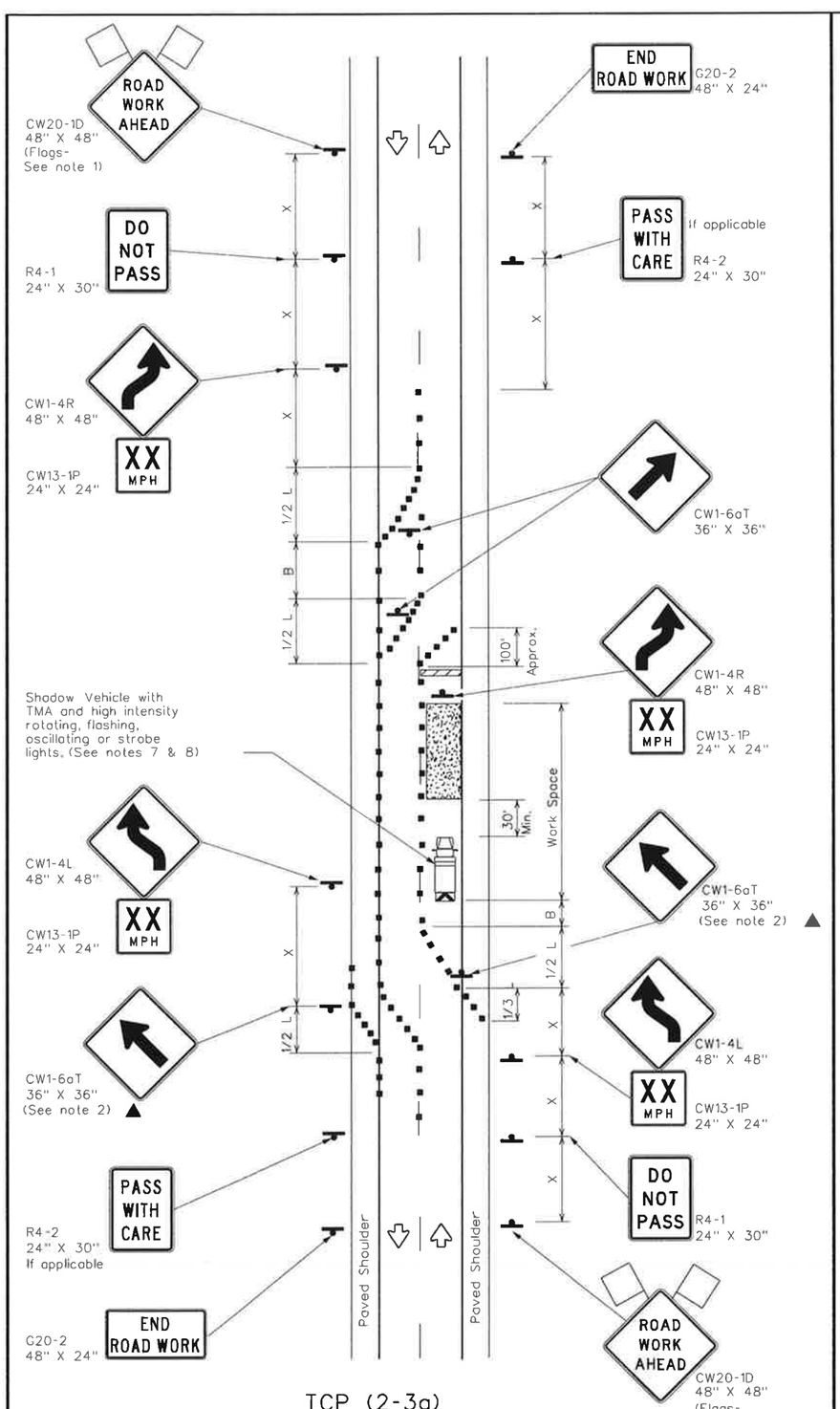
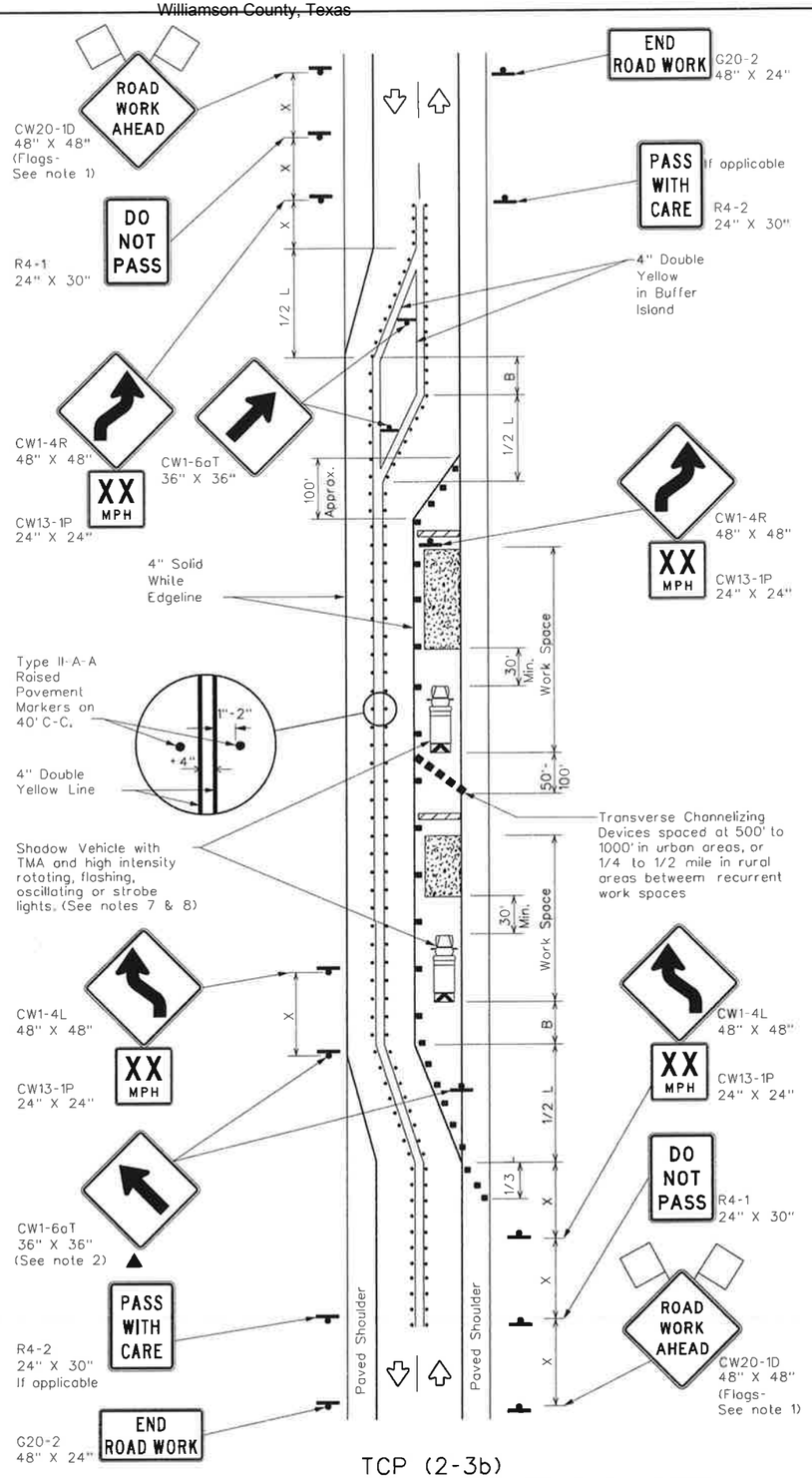


TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS
ONE LANE CLOSED
ADEQUATE FIELD OF VIEW



TCP (2-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS
ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Raised Pavement Markers Ty II-AA
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
				TCP(2-3b)ONLY
			✓	✓

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. When work space will be in place less than three days existing pavement markings may remain in place, Channelizing devices shall be used to separate traffic.
4. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Flagger should be positioned at end of traffic queue.
5. The R4-1 "DO NOT PASS," R4-2 " PASS WITH CARE" and construction regulatory speed zone signs may be installed within CW20-1D "ROAD WORK AHEAD" signs. Proper spacing of signs shall be maintained.
6. Conflicting pavement marking shall be removed for long term projects.
7. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted.
8. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-3a)

9. Conflicting pavement markings shall be removed for long-term projects. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This tighter device spacing is intended for the area of the conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO-LANE ROADS

TCP(2-3)-12

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DW: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
8-95 2-12
1-97
4-98
3-03

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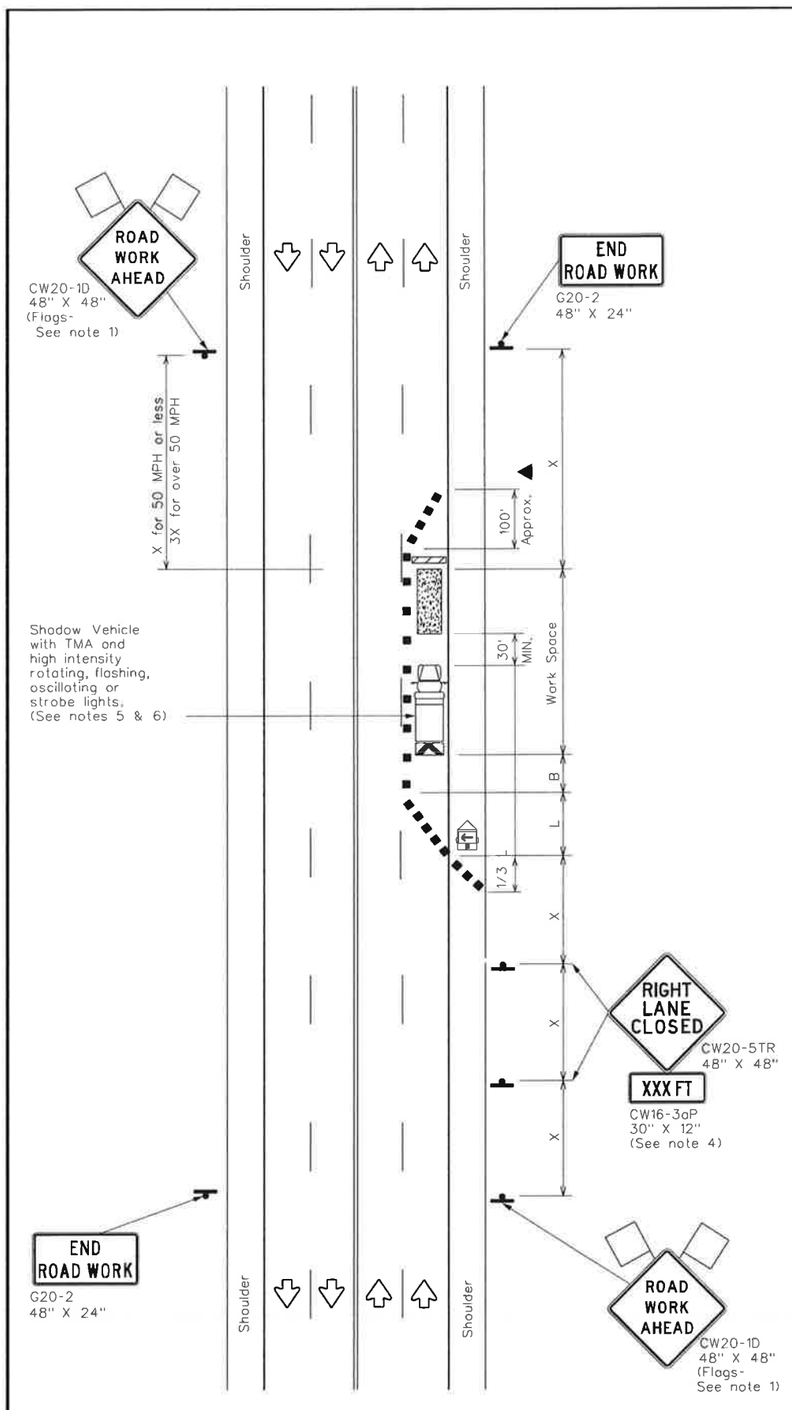
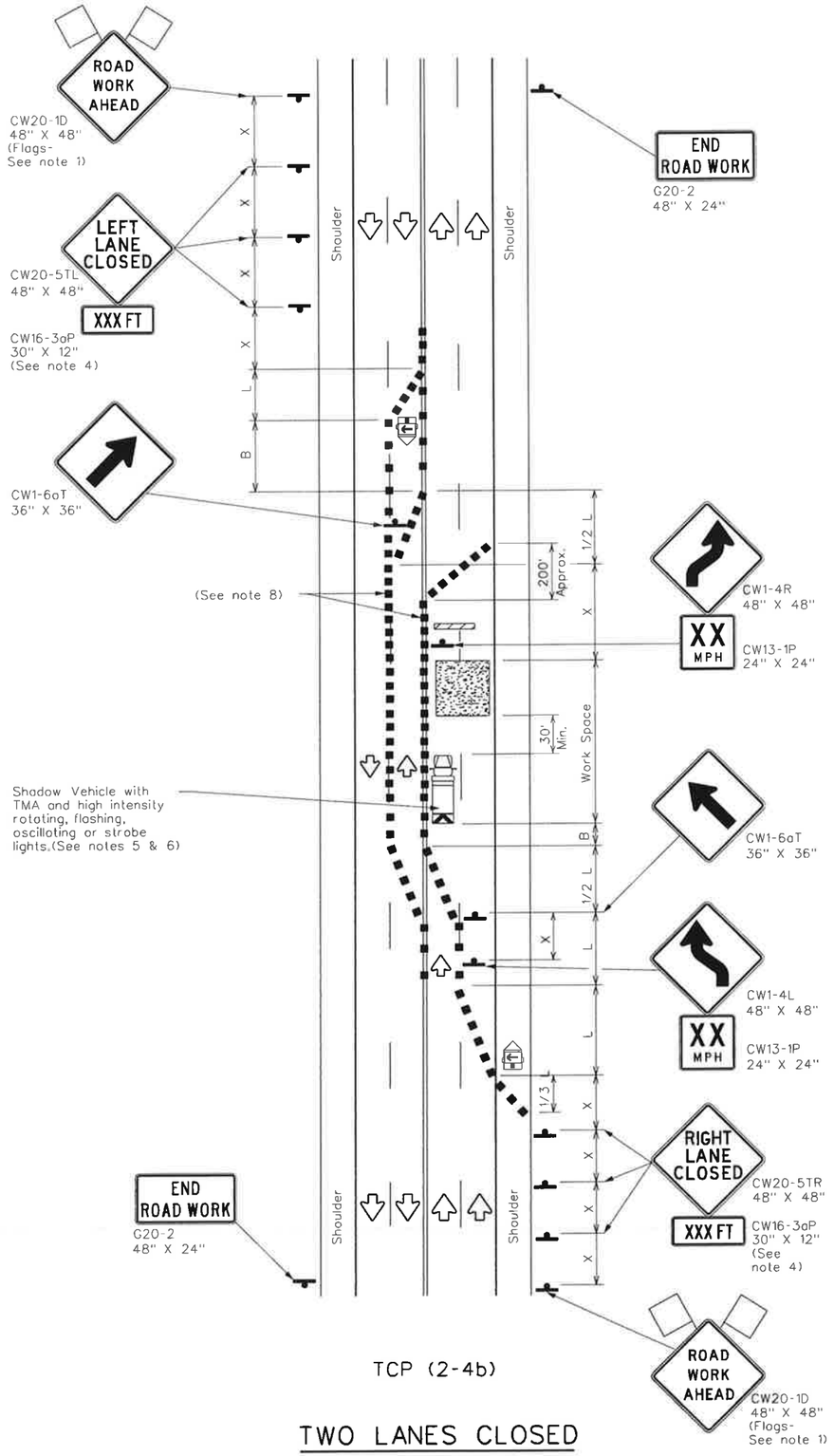


TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

8. For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2(S) where S is the speed in mph. This lighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(2-4)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
1-97				
4-98	DIST	COUNTY		SHEET NO.
3-03				

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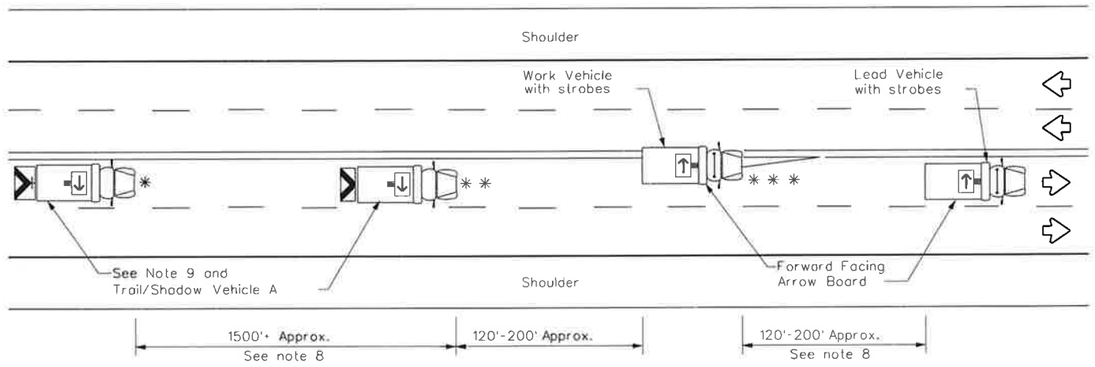
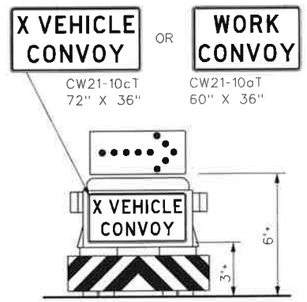


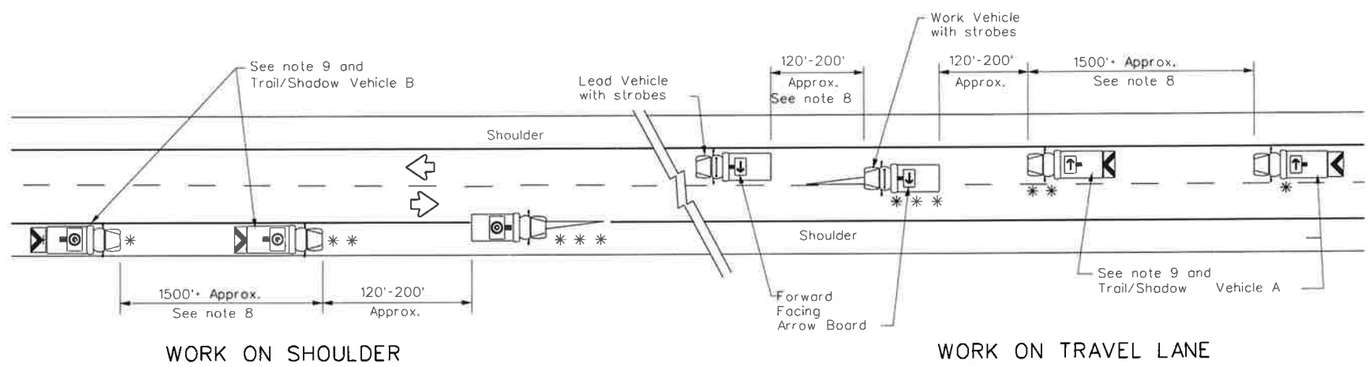
TCP (3-1a)

UNDIVIDED MULTILANE ROADWAY



TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

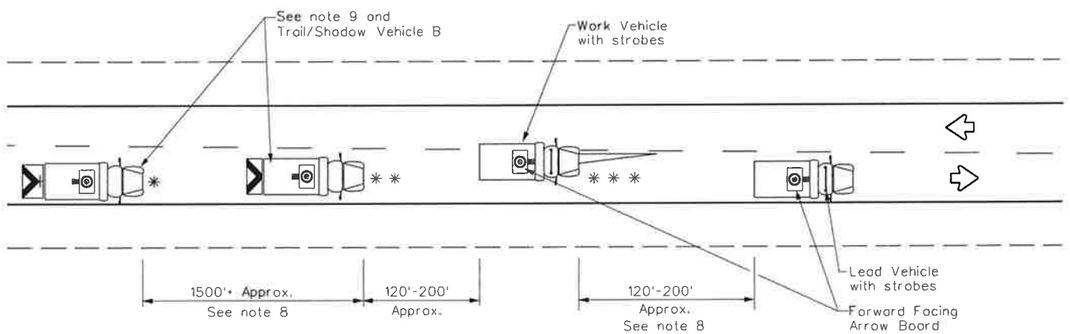


WORK ON SHOULDER

WORK ON TRAVEL LANE

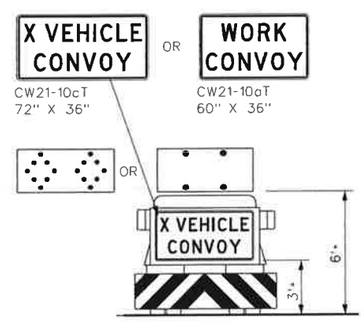
TCP (3-1b)

TWO-WAY ROADWAY WITH PAVED SHOULDERS



TCP (3-1c)

TWO-WAY ROADWAY WITHOUT PAVED SHOULDERS



TRAIL/SHADOW VEHICLE B

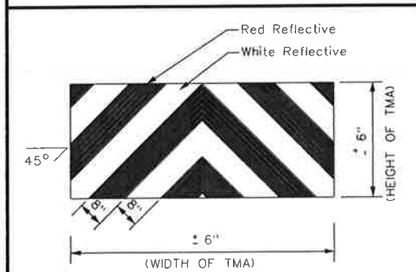
with Flashing Arrow Board in CAUTION display

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used the WORK vehicle must be equipped with an arrow board. The Engineer will determine if the LEAD VEHICLE and/or TRAIL VEHICLE are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the work convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. "X VEHICLE CONVOY" (CW21-10cT) or "WORK CONVOY" (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" X 48" diamond shaped "WORK CONVOY"(CW21-10T) or "X VEHICLE CONVOY" (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The "X VEHICLE CONVOY" sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a "DO NOT PASS" (R4-1) sign should be placed on the back of the rearmost protection vehicle.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS UNDIVIDED HIGHWAYS

TCP(3-1)-13

FILE: tcp3-1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 2-94 4-98 8-95 7-13 1-97	DIST	COUNTY		SHEET NO.

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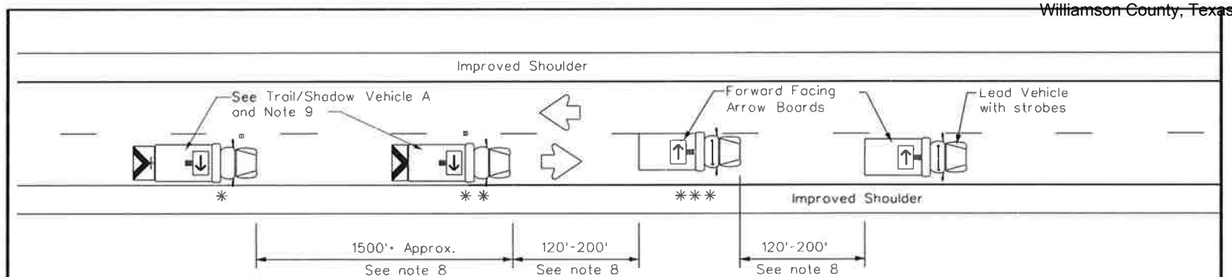
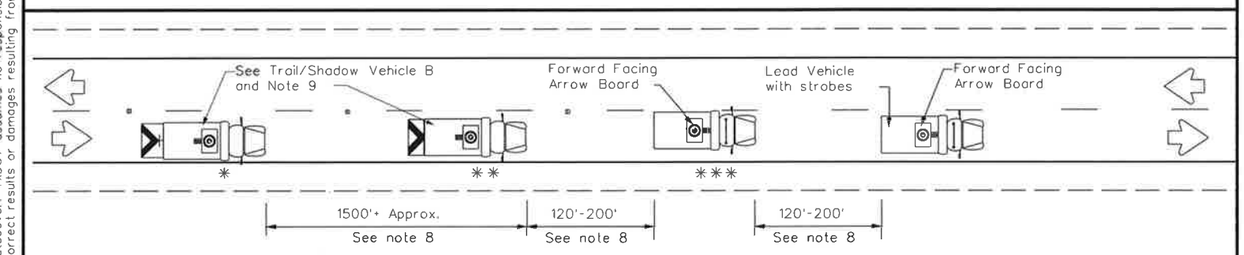


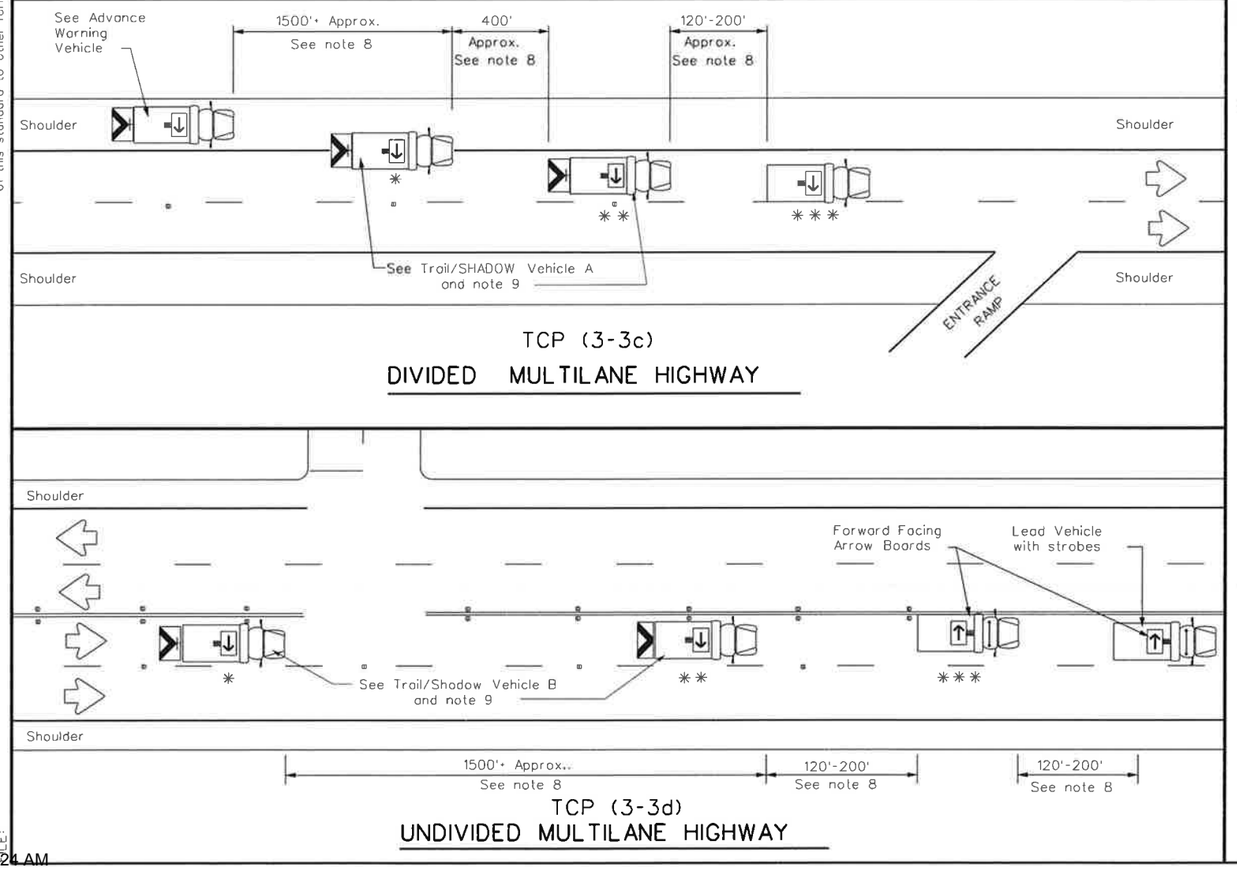
TCP (3-3a)

TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



TCP (3-3b)

TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)

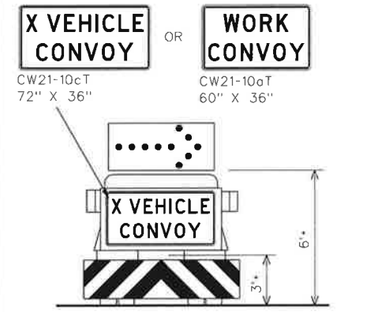


TCP (3-3c)

DIVIDED MULTILANE HIGHWAY

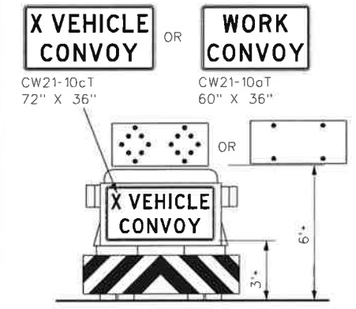
TCP (3-3d)

UNDIVIDED MULTILANE HIGHWAY



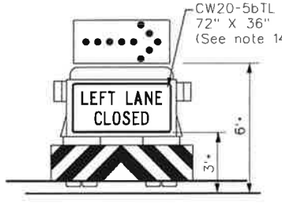
TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

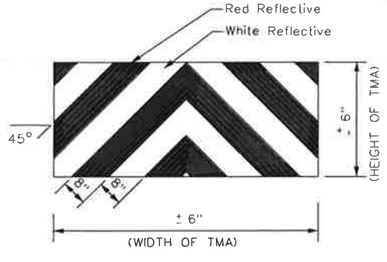


TRAIL/SHADOW VEHICLE B

with Flashing Arrow Board
in Caution Mode



ADVANCE WARNING VEHICLE



STRIPING FOR TMA

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		CAUTION (Alternating Diamond or 4 Corner Flash)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

1. TRAIL, SHADOW, and LEAD vehicles shall be equipped with arrow boards as illustrated. When a LEAD vehicle is not used on two way roads the WORK vehicle must have an arrow board. For divided roadways, the arrow board on the WORK vehicle is optional based on the type of work being performed. The Engineer will determine if the LEAD vehicle and/or TRAIL vehicle are required based on prevailing roadway conditions, traffic volume, and sight distance restrictions.
2. The use of amber high intensity rotating, flashing, oscillating, or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating, or strobe lights when mounted on the driver's side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.
3. The use of truck mounted attenuators (TMA) on the SHADOW VEHICLE, ADVANCE WARNING and TRAIL VEHICLE are required.
4. Reflective sheeting on the rear of the TMA shall meet or exceed the reflectivity and color requirements of DEPARTMENTAL MATERIAL SPECIFICATION DMS 8300, Type A.
5. Flashing arrow boards shall be Type B or Type C as per the Barricade and Construction (BC) standards. The board shall be controlled from inside the vehicle.
6. Each vehicle shall have two-way radio communication capability.
7. When work convoys must change lanes, the TRAIL VEHICLE should change lanes first to shadow the other convoy vehicles.
8. Vehicle spacing between the TRAIL VEHICLE and the SHADOW VEHICLE will vary depending on sight distance restrictions. Motorists approaching the convoy should be able to see the TRAIL VEHICLE in time to slow down and/or change lanes as they approach the TRAIL VEHICLE. Vehicle spacing between the WORK VEHICLE and SHADOW VEHICLE and vehicle spacing between WORK VEHICLE and LEAD VEHICLE may vary according to terrain, work activity and other factors.
9. X VEHICLE CONVOY (CW21-10cT) or WORK CONVOY (CW21-10aT) signs shall be used on TRAIL VEHICLES and SHADOW VEHICLES as shown. As an option 48" x 48" diamond shaped WORK CONVOY (CW21-10T) or X VEHICLE CONVOY (CW21-10bT) signs may be used where adequate mounting space exists. When used, the X VEHICLE CONVOY sign shall have the number of the convoy vehicles displayed on the sign in the number designation "X" location. The X VEHICLE CONVOY sign shall not be used on the SHADOW VEHICLE if a TRAIL VEHICLE is used.
10. For divided highways with two or three lanes in one direction, the appropriate LEFT LANE CLOSED (CW20-5bTL), RIGHT LANE CLOSED (CW20-5bTR), or CENTER LANE CLOSED (CW20-5dT) sign should be used on the Advance Warning Vehicle. As an option, a portable changeable message sign (PCMS) or truck mounted changeable message sign (TMCMS) with a minimum character height of 12", and displaying the same legend may be substituted for these signs. An appropriate directional arrow display, simulating the size and legibility of the flashing arrow board may be used in the second phase of the PCMS/TMCMS message. When this is done, the arrow board will not be required on the Advance Warning Vehicle.
11. A double arrow shall not be displayed on the arrow board on the Advance Warning Vehicle.
12. For divided highways with three or four lanes in each direction, use TCP(3-2).
13. Standard diamond shape versions of the CW20-5 series signs may be used as an option if the rectangular signs shown are not available.
14. The Advance Warning Vehicle may straddle the edgeline when Shoulder width makes it necessary.
15. On two-lane two-way roadways, the work and protection vehicles should pull over periodically to allow motor vehicle traffic to pass. If motorists are not allowed to pass the work convoy, a DO NOT PASS (R4-1) sign should be placed on the back of the rearmost protection vehicle.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS RAISED PAVEMENT MARKER INSTALLATION/ REMOVAL

TCP(3-3)-14

FILE: tcp3-3.dgn	DW: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT September 1987	CONT	SECT	JOB	HIGHWAY
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2-94 4-98	DIST	COUNTY		SHEET NO.
8-95 7-13				
1-97 7-14				

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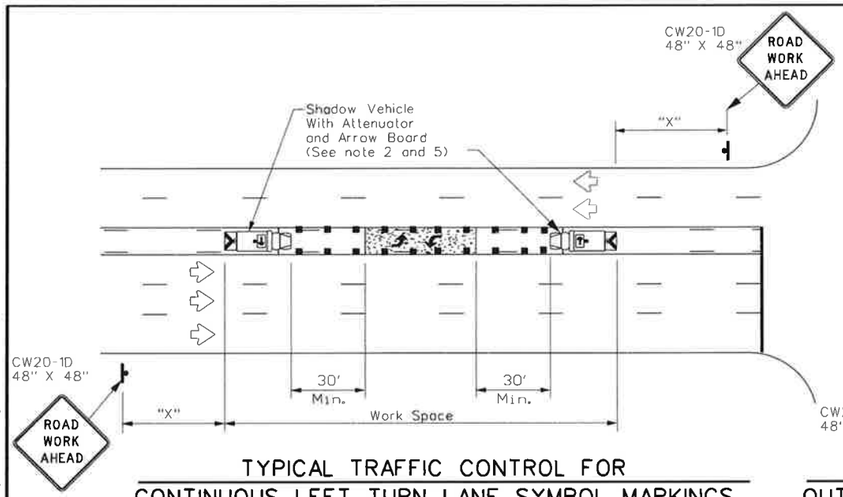
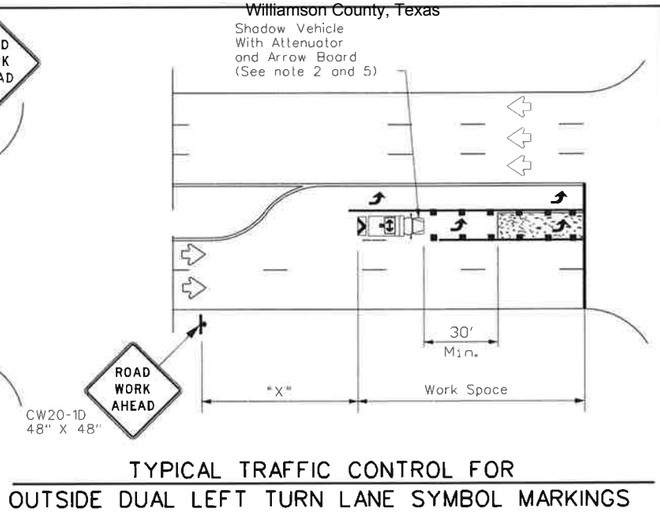
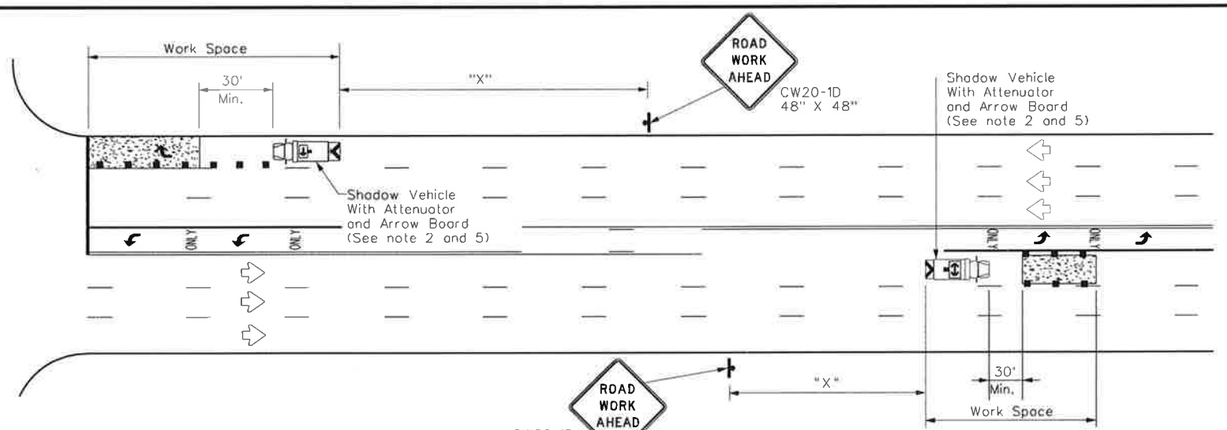


TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

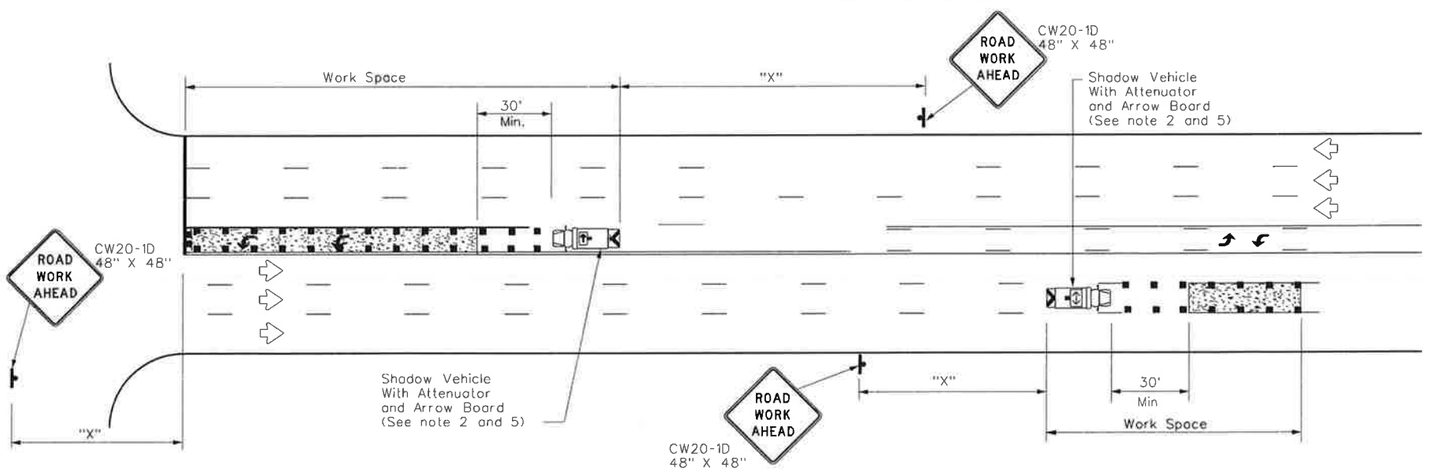


TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
INSIDE LANE MARKINGS



TYPICAL TRAFFIC CONTROL FOR
LEFT TURN LANE MARKINGS

TYPICAL TRAFFIC CONTROL FOR
CENTER LANE MARKINGS

LEGEND			
*	Trail Vehicle	ARROW BOARD DISPLAY	
* *	Shadow Vehicle		
* * *	Work Vehicle		RIGHT Directional
	Heavy Work Vehicle		LEFT Directional
	Truck Mounted Attenuator (TMA)		Double Arrow
	Traffic Flow		Channelizing Devices

Posted Speed *	Formula	Minimum Desirable Taper Lengths * * 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

* * Taper lengths have been rounded off.
L-Length of Taper(FT) W-Width of Offset(FT) S-Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
✓				

GENERAL NOTES

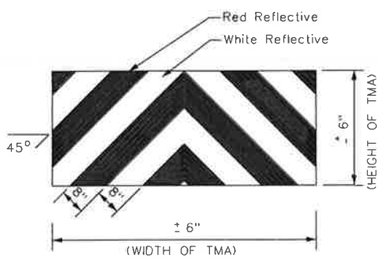
1. This traffic control plan is for use on conventional roads posted at 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to approximately 15 minutes) such as short-line striping and in-lane rumble strips. When activities are anticipated to take longer amounts of time or traffic conditions warrant, a short duration or short-term stationary traffic control plan should be used.

2. A Truck Mounted Attenuator shall be used on Shadow Vehicle. Striping on the back panel of all truck mounted attenuators shall be 8" red and white reflective sheeting placed in an inverted "V" design. Reflective sheeting shall meet or exceed the reflectivity and color requirements of departmental material specification DMS-8300, Type A.

3. All traffic control devices shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD), latest edition.

4. The use of yellow rotating beacons or strobe lights on vehicles are required. Blue high intensity rotating, flashing, oscillating or strobe lights when mounted on the drivers side of the vehicle may be operated simultaneously with the amber beacons or strobe lights.

5. Flashing arrow board shall be used on Shadow Vehicle. Flashing arrow board shall be Type B or Type C as per BC Standards. The arrow board operation shall be controlled from inside the truck.



STRIPING FOR TMA

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN MOBILE OPERATIONS FOR ISOLATED WORK AREAS UNDIVIDED HIGHWAYS

TCP(3-4)-13

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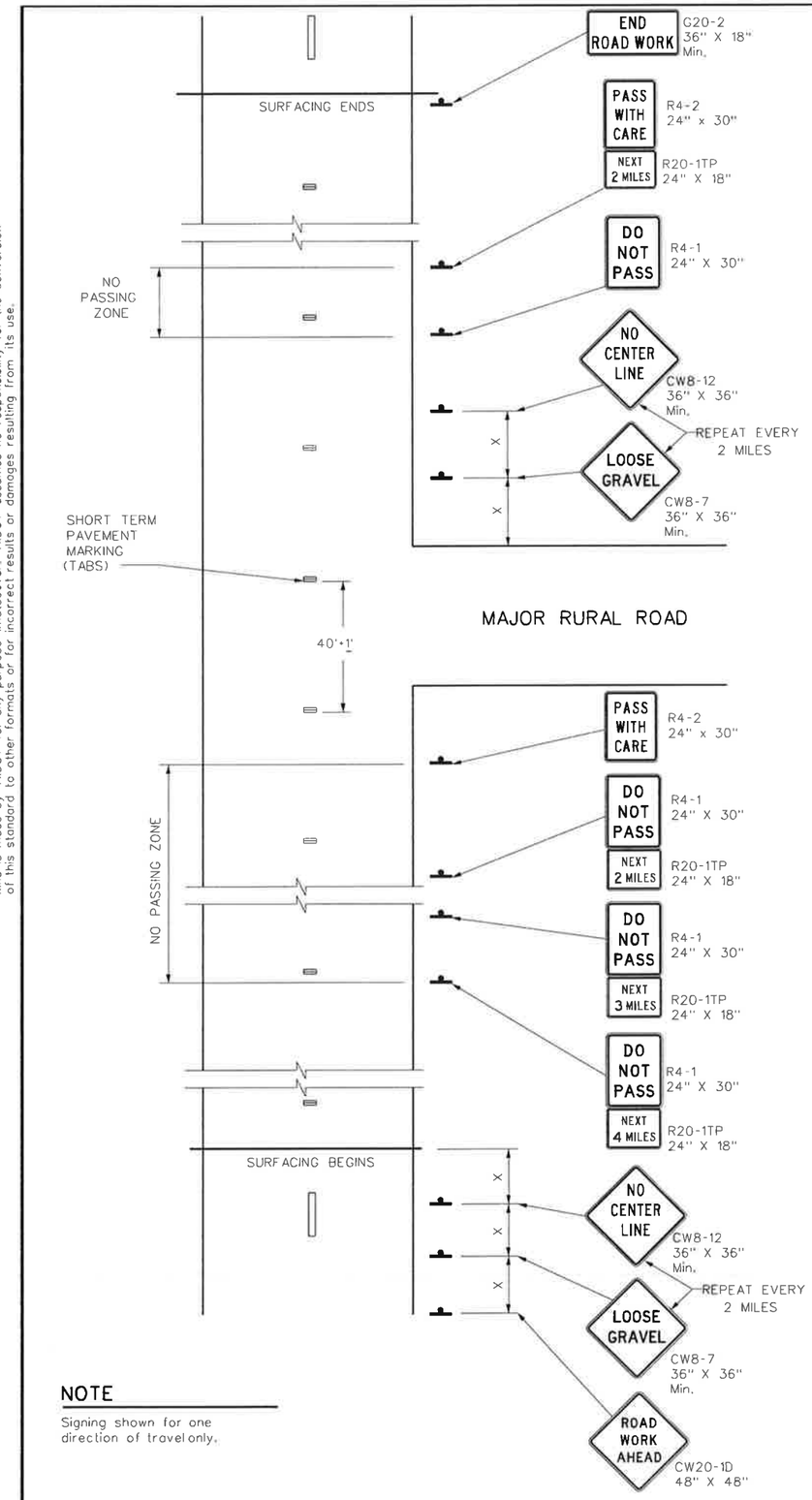
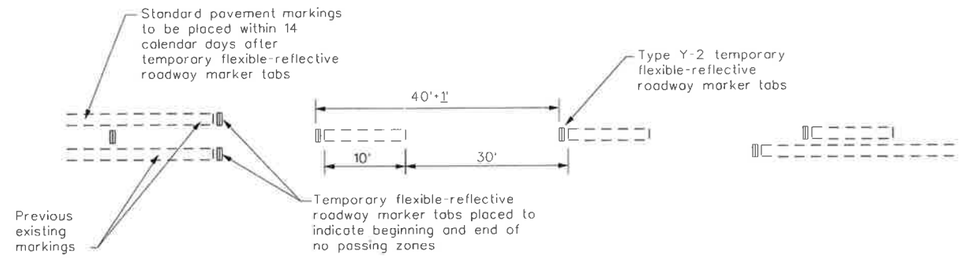


NOTE

Signing shown for one direction of travel only.

NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS



TABS ON CENTERLINES OF TWO-LANE TWO-WAY ROADS

For seal coat, micro-surface or similar operations

"DO NOT PASS" SIGN (R4-1) and NO-PASSING ZONES

A. Prior to the beginning of construction, all currently striped no-passing zones shall be signed with the DO NOT PASS (R4-1) signs and PASS WITH CARE (R4-2) signs placed at the beginning and end of each zone for each direction of travel except as otherwise provided herein. Signs marking these individual no-passing zones need not be covered prior to construction if the signs supplement the existing pavement markings.

B. At the discretion of the Engineer, in areas of numerous no-passing zones, several zones may be combined as a single zone. If passing is to be prohibited over one or more lengthy sections, a DO NOT PASS sign and a NEXT XX MILES (R20-1TP) plaque may be used at the beginning of such zones. The DO NOT PASS sign and the NEXT XX MILES plaque should be repeated every mile to the end of the no-passing zone. In areas where there is considerable distance between no-passing zones, the end of the no-passing zone may be signed with a PASS WITH CARE sign and a NEXT XX MILES plaque.

C. Depending on traffic volumes and length of sections, it may be desirable to prohibit passing throughout the project to prevent damage to windshield and lights. The DO NOT PASS sign and NEXT XX MILES plaque should be used and repeated as often as necessary for this purpose. Where several existing zones are to be combined into one individual no-passing zone, the sign at the beginning of the zone should be covered until the surfacing operation has passed this location so as not to have the DO NOT PASS sign conflict with the existing pavement markings. Also, unless one days operation completes the entire length of such combined zones, appropriate DO NOT PASS and PASS WITH CARE signs should be placed at the beginning and end of the no-passing zones where the surfacing operation has stopped for the day.

D. R4-1 and R4-2 are to remain in place until standard pavement markings are installed.

"NO CENTER LINE" SIGN (CW8-12)

A. Center line markings are yellow pavement markings that delineate the separation of travel lanes that have opposite directions of travel on a roadway. Divided highways do not typically have center line markings.

B. At the time construction activity obliterates the existing center line markings (low volume roads may not have an existing centerline), a NO CENTER LINE (CW8-12) sign should be erected at the beginning of the work area, at approximately 2 mile intervals within the work area, beyond major intersections and other locations deemed necessary by the Engineer.

C. The NO CENTER LINE signs are to remain in place until standard pavement markings are installed.

"LOOSE GRAVEL" SIGN (CW8-7)

A. When construction begins, a LOOSE GRAVEL (CW8-7) sign should be erected at each end of the work area and repeated at intervals of approximately 2 miles in rural areas and closer in urban areas.

B. The LOOSE GRAVEL signs are to remain in place until the condition no longer exists.

PAVEMENT MARKINGS

A. Temporary markings for surfacing projects shall be Temporary Flexible-reflective Roadway Marker Tabs unless otherwise approved by the Engineer. Tabs are to be installed to provide true alignment for striping crews or as directed by the Engineer. Tabs will be placed at the spacing indicated. Tabs should be applied to the pavement no more than two (2) days before the surfacing is applied. After the surfacing is rolled and swept, the cover over the reflective strip shall be removed.

B. Tabs shall not be used to simulate edge lines.

C. Tab placement for overlay/inlay operations shall be as shown on the WZ(STPM) standard sheet.

COORDINATION OF SIGN LOCATIONS

A. The location of warning signs at the beginning and end of a work area are to be coordinated with other signing typically shown on the Barricade and Construction Standards for project limits to ensure adequate sign spacing.

B. Where possible the ROAD WORK AHEAD (CW20-1D), LOOSE GRAVEL (CW8-7), and NO CENTER LINE (CW8-12) signs should be placed in the sequence shown following the OBEY WARNING SIGNS STATE LAW (R20-3T) and the TRAFFIC FINES DOUBLE (R20-5T) sign, and one "X" sign spacing prior to the CONTRACTOR (G20-6T) sign typically located at or near the limits of surfacing. LOOSE GRAVEL and NO CENTER LINE signs will then be repeated as described above.

Posted Speed *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
			✓	✓

GENERAL NOTES

1. The traffic control devices detailed on this sheet will be furnished and erected as directed by the Engineer on sections of roadway where tabs must be placed prior to the surfacing operation which will cover or obliterate the existing pavement markings.
2. The devices shown on this sheet are to be used to supplement those required by the BC Standards or others required elsewhere in the plans.
3. Signs shall be erected as detailed on the BC Standards or the Compliant Work Zone Traffic Control Devices List (CWZTCD) on supports approved for Long-Term / Intermediate-Term Work Zone Sign Supports.
4. When surfacing operations take place on divided highways, freeways or expressways, the size of diamond shaped construction warning signs shall be 48" x 48".
5. Signs on divided highways, freeways and expressways will be placed on both right and left sides of the roadway based on roadway conditions as directed by the Engineer.

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL DETAILS FOR SURFACING OPERATIONS

TCP(7-1)-13

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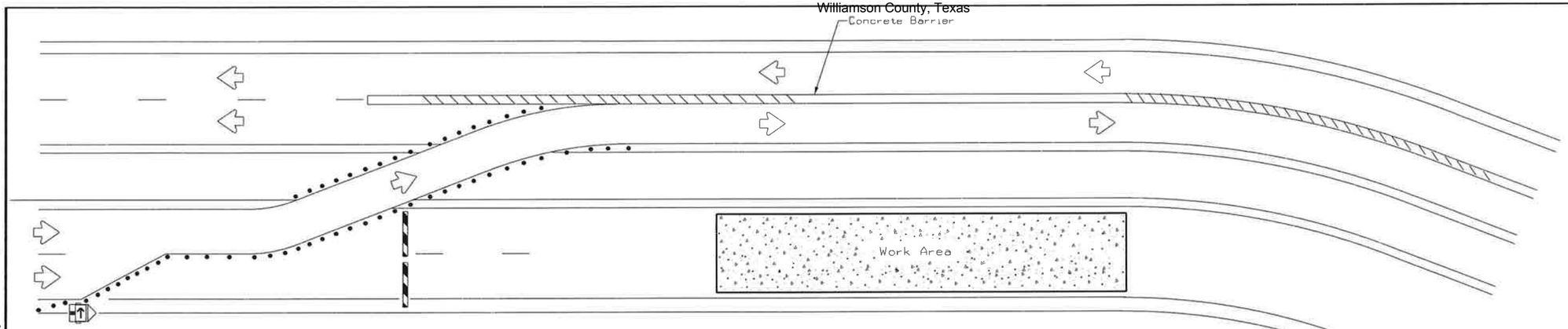
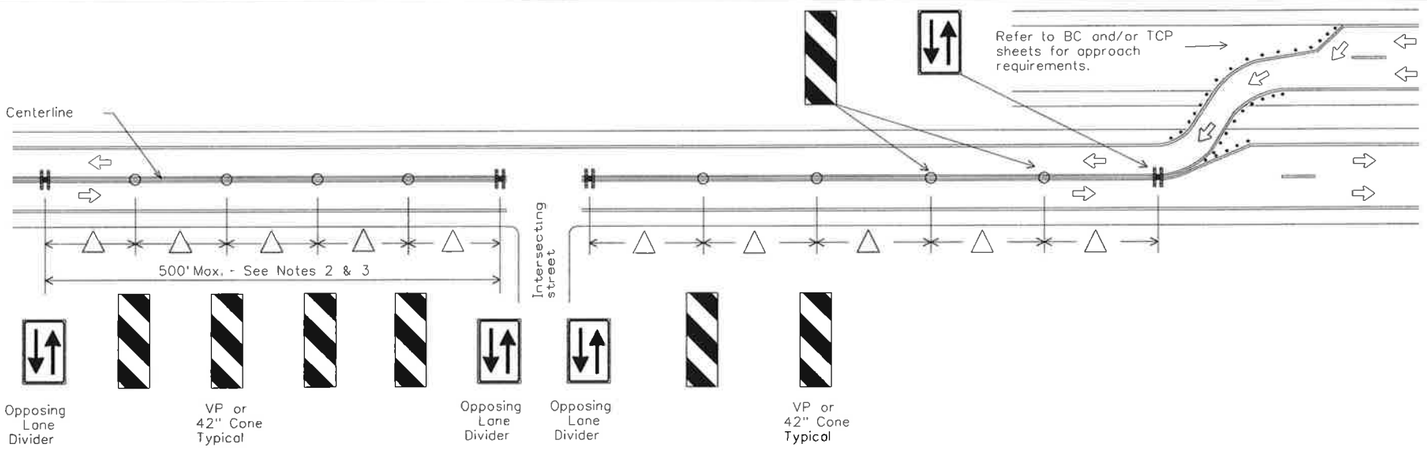


LEGEND	
	Type 3 Barricade
• • •	Channelizing Devices
	Trailer Mounted Flashing Arrow Board
	Sign
\ \ \ \	Safety glare fence

NOTES:

1. Length of Safety Glare Fence will be specified elsewhere in the plans.
2. The cumulative nominal length of the modular units shall equal the length of the individual sections of temporary concrete traffic barrier on which they are installed so the joint between barrier sections will not be spanned by any one unit.
3. Panel/blades will be designed such that reflective sheeting conforming with Departmental Material Specification DMS-8300, Sign Face Materials, Type B or C Yellow, minimum size of 2 inches by 12 inches can be attached to the edge of the panel/blade. The sheeting shall be attached to one panel/blade per section of concrete barrier not to exceed a spacing of 30 feet. Barrier reflectors are not necessary when panel/blades are installed with reflective sheeting as described.
4. Payment for these devices will be under statewide Special Specification "Modular Glare Screens for Headlight Barrier."
5. This detail is only intended to show types of locations where Glare Screens would be appropriate. Required signing and other devices shall be as shown elsewhere in the plans.

BARRIER DELINEATION WITH MODULAR GLARE SCREENS



VERTICAL PANELS & OPPOSING TRAFFIC LANE DIVIDERS (OTLD) SEPARATING TWO-WAY TRAFFIC ON NORMALLY DIVIDED HIGHWAYS

NOTES:

1. When two-lane, two way traffic control must be maintained on one roadway of a normally divided highway, opposing traffic shall be separated with either temporary traffic barriers, channelizing devices, or a temporary raised island throughout the length of the two way operation. The above Typical Application is intended to show the appropriate application of channelizing devices when they are used for this purpose. This is not a traffic control plan. If this detail is to be used for other types of roads or applications, those locations should be stated elsewhere in the plans.
2. △ Space devices according to the Tangent Spacing shown on the Device Spacing table on BC(9) but not exceeding 100'.
3. Every fifth device should be an OTLD except when spaced closer to accommodate an intersection. An OTLD should be the first device on each side of intersecting streets or roads.
4. Locations where surface mount bases with adhesives or self-righting devices will be required in order to maintain them in their proper position should be noted elsewhere in the plans.

DEPARTMENTAL MATERIAL SPECIFICATIONS	
SIGN FACE MATERIALS	DMS-8300
DELINEATORS AND OBJECT MARKERS	DMS-8600
MODULAR GLARE SCREENS FOR HEADLIGHT BARRIER	DMS-8610

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm

Texas Department of Transportation

Traffic Operations Division Standard

TRAFFIC CONTROL PLAN TYPICAL DETAILS

WZ(TD)-13

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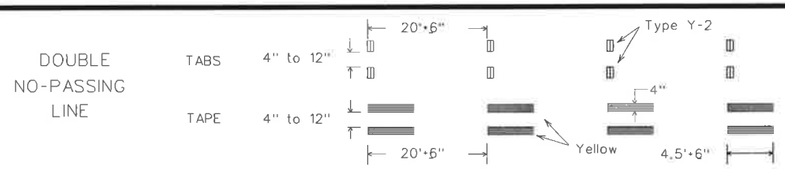
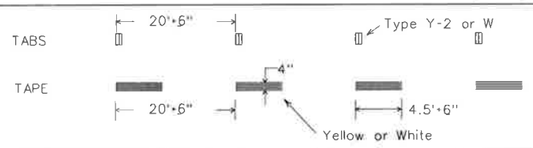
WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

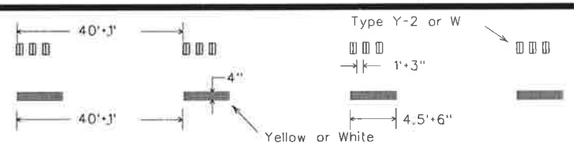


SINGLE NO-PASSING LINE or CHANNELIZATION LINE



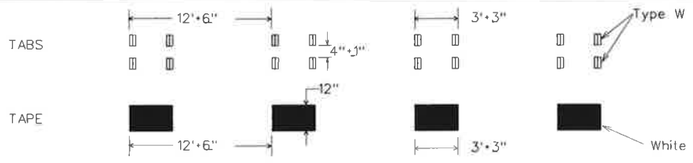
BROKEN LINES

(FOR CENTER LINE OR LANE LINE)

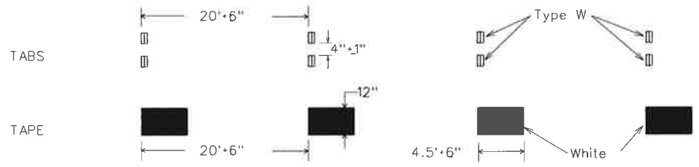


WIDE DOTTED LINES

(FOR LANE DROP LINES)



WIDE GORE MARKINGS



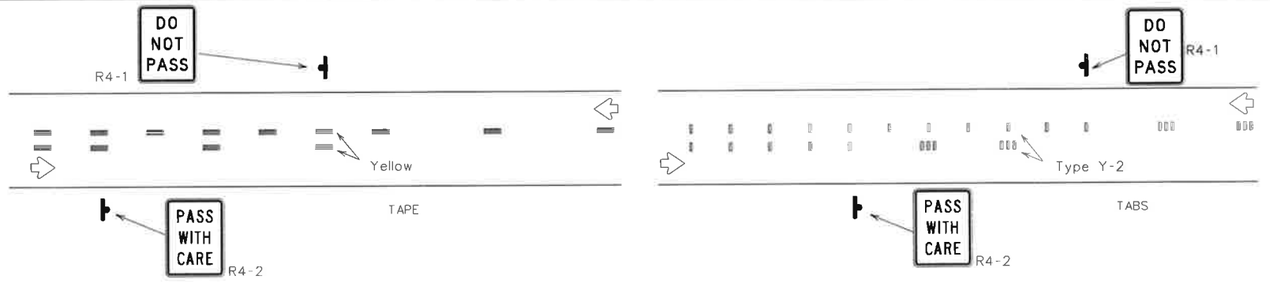
NOTES:

1. Short term pavement markings may be prefabricated markings (stick down tape) or temporary flexible-reflective roadway marker tabs unless otherwise specified elsewhere in plans.
2. Short term pavement markings shall NOT be used to simulate edge lines.
3. Dimensions indicated on this sheet are typical and approximate. Variations in size and height may occur between markers or devices made by manufacturers, by as much as 1/4 inch, unless otherwise noted.
4. Temporary flexible-reflective roadway marker tabs will require normal maintenance replacement when used on roadways with an ADT per lane of up to 7500 vehicles with no more than 10% truck mix. When roadways exceed these values, additional maintenance replacement of devices should be planned.
5. No segment of roadway open to traffic shall remain without permanent pavement markings for a period greater than 14 calendar days. The Contractor will be responsible for maintaining short term pavement markings until permanent pavement markings are in place. When the Contractor is responsible for placement of permanent pavement markings, no segment of roadway shall remain without permanent pavement markings for a period greater than 14 calendar days unless weather conditions prohibit placement. Permanent pavement markings shall be placed as soon as weather permits.
6. For two lane, two-way roadways, DO NOT PASS signs shall be erected to mark the beginning of sections where passing is prohibited and PASS WITH CARE signs shall be erected to mark the beginning of sections where passing is permitted. Signs shall be in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and may be used to indicate the limits of no-passing zones for up to 14 calendar days. Permanent pavement markings should then be placed.
7. For low volume two lane, two-way roadways of 4000 ADT or less, no-passing lines may be omitted when approved by the Engineer. DO NOT PASS and PASS WITH CARE signs shall be erected (see note 6).
8. For exit gores where a lane is being dropped place wide gore markings or retroreflective channelizing devices to guide motorist through the exit. If channelizing devices are to be used it should be noted elsewhere in the plans. One piece cones are not allowed for this purpose.

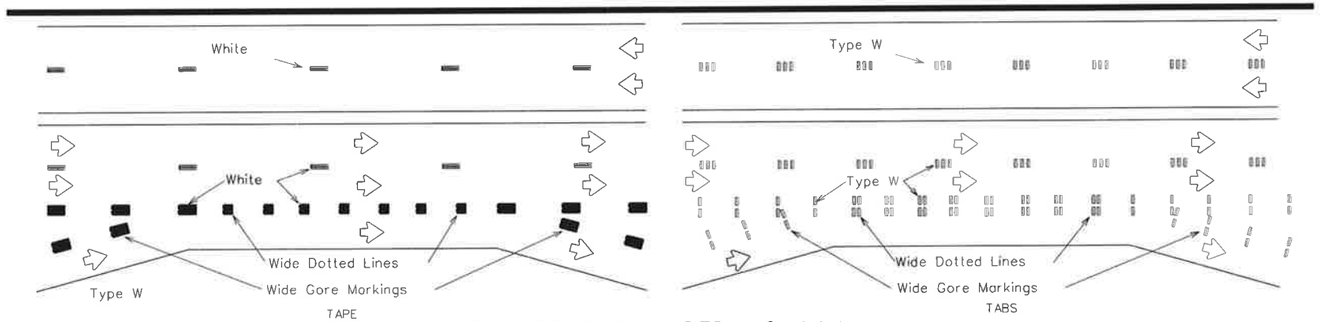
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

1. Temporary flexible-reflective roadway marker tabs detailed on this sheet will be designated Type Y-2 (two amber reflective surfaces with yellow body); Type Y (one amber reflective surface with yellow body); and Type W (one white or silver reflective surface with white body). Additional details may be found on BC(11).
2. Tabs shall meet requirements of Departmental Material Specification DMS-8242.
3. When dry, tabs shall be visible for a minimum distance of 200 feet during normal daylight hours and when illuminated by automobile low-beam head light at night, unless sight distance is restricted by roadway geometrics.
4. No two consecutive tabs nor four tabs per 1000 feet of line shall be missing or fail to meet the visual performance requirements of Note 3.

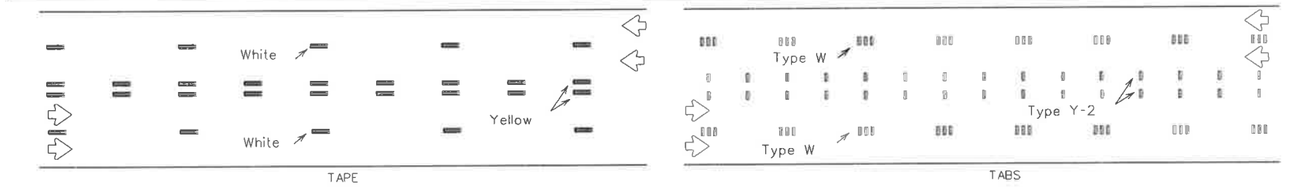
WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



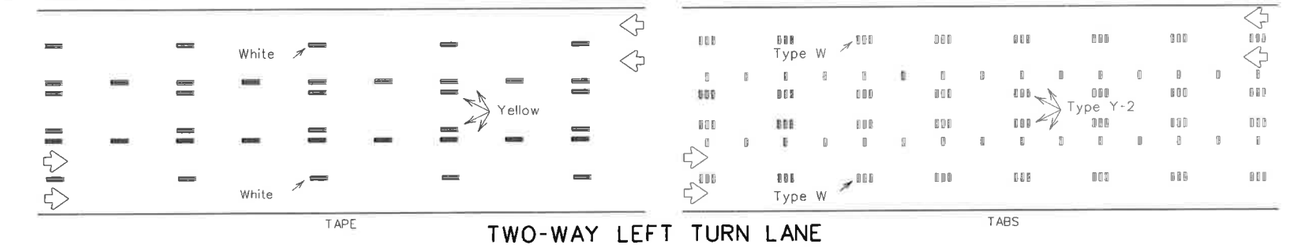
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



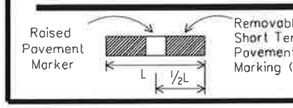
LANE LINES FOR DIVIDED HIGHWAY



LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



TWO-WAY LEFT TURN LANE



If raised pavement markers are used to supplement REMOVABLE short term markings, the markers shall be applied to the top of the tape at the approximate mid length of the tape. This allows an easier removal of raised markers and tape.

PREFABRICATED PAVEMENT MARKINGS

1. Temporary Removable Prefabricated Pavement Markings shall meet the requirements of DMS-8241.
2. Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent Prefabricated Pavement Markings" or DMS-8243 "Temporary Construction-Grade Prefabricated Pavement Markings."

RAISED PAVEMENT MARKERS

1. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and DMS-4200.

DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS) & MATERIAL PRODUCER LISTS (MPL)

1. DMSs referenced above can be found along with embedded links to their respective MPLs at the following website:
   http://www.txdot.gov/business/contractors_consultants/material_specifications/default.htm

Texas Department of Transportation

Traffic Operations Division Standard

WORK ZONE SHORT TERM PAVEMENT MARKINGS

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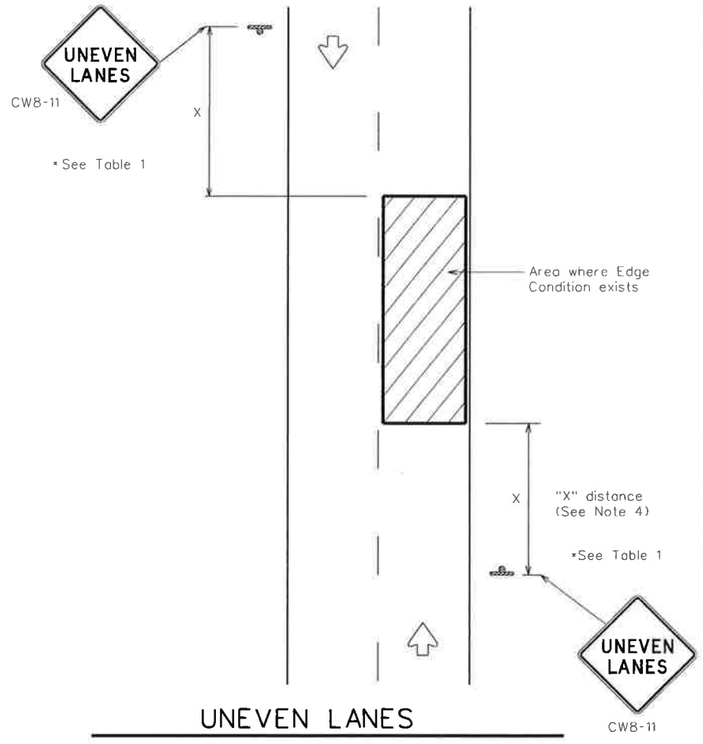
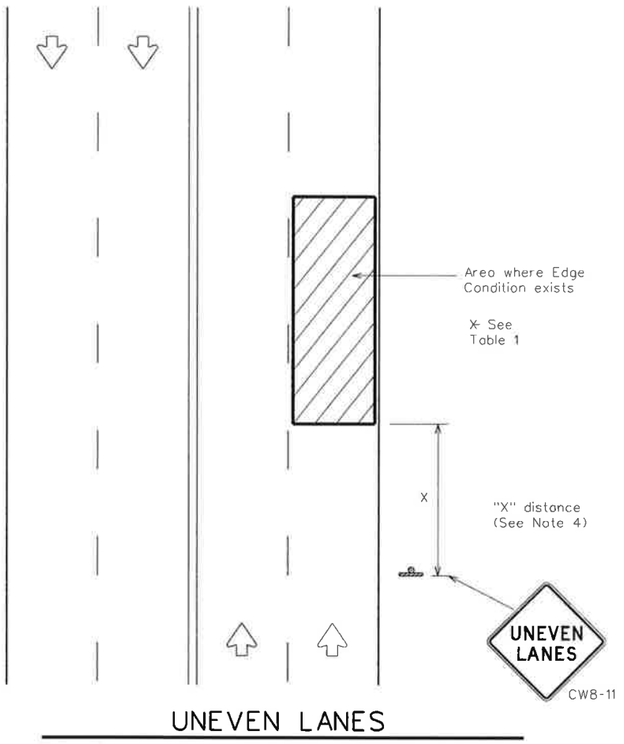
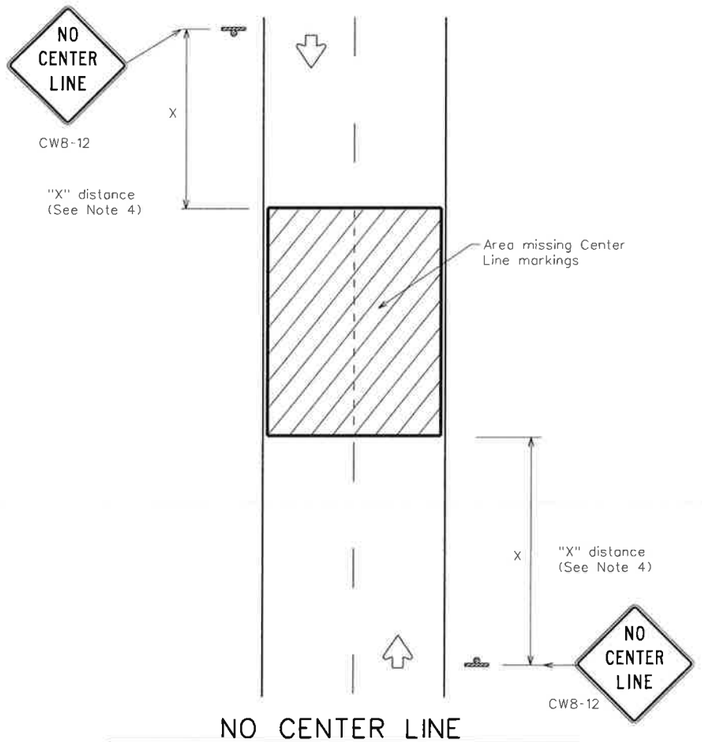


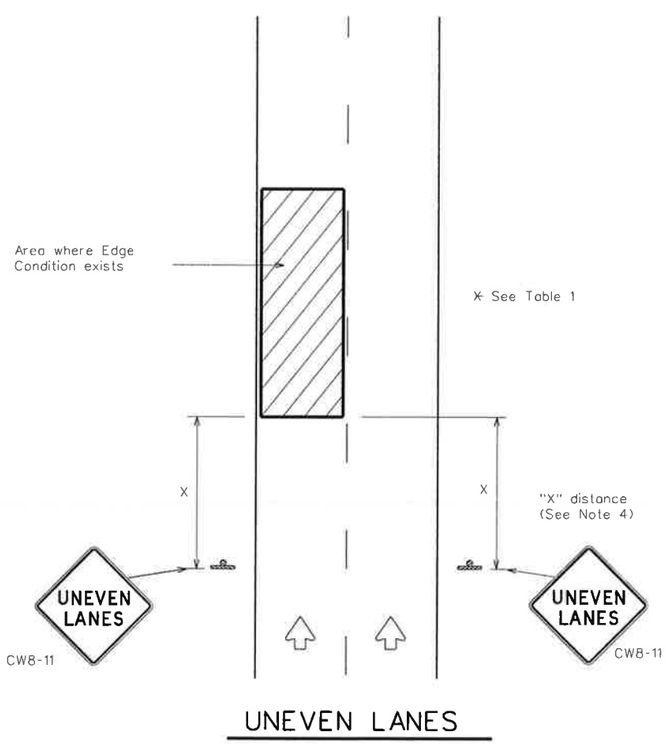
UNEVEN LANES
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD



NO CENTER LINE
TWO LANE CONVENTIONAL ROAD



UNEVEN LANES
DIVIDED ROADWAY

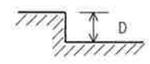
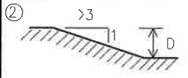
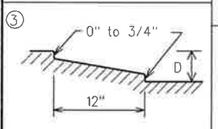
DEPARTMENTAL MATERIAL SPECIFICATIONS	
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS	DMS-8241
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B_{FL} OR TYPE C_{FL} SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

GENERAL NOTES

1. If spalling or holes occur, ROUGH ROAD (CW8-8) signs should be placed in advance of the condition and be repeated every two miles where the condition persists.
2. UNEVEN LANES (CW8-11) signs shall be installed in advance of the condition and repeated every mile. Signs installed along the uneven lane condition may be supplemented with the NEXT XX MILES (CW7-3aP) plaque or Advisory Speed (CW13-1P) plaque.
3. NO CENTER LINE (CW8-12) signs and temporary pavement markings as per the WZ(STPM) standard shall be installed if yellow centerlines separating two way traffic are obscured or obliterated. Repeat NO CENTER LINE signs every two miles where the center line markings are not in place. The signs and markings shall remain in place until permanent pavement markings are installed.
4. Signs shall be spaced at the distances recommended as per BC standards.
5. Additional signs may be required as directed by the Engineer. Signs shall remain in place until final surface is applied. Signs shall be considered subsidiary to Item 502 "BARRICADES, SIGNS AND TRAFFIC HANDLING."
6. Signs shall be fabricated and mounted on supports as shown on the BC standards and/or listed on the "Compliant Work Zone Traffic Control Devices" list.
7. Short term markings shall not be used to simulate edge lines.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition.

TABLE 1

Edge Condition	Edge Height (D)	* Warning Devices
① 	Less than or equal to: 1¼" (maximum-planing) 1½" (typical-overlay)	Sign: CW8-11
	Distance "D" may be a maximum of 1 1/4 " for planing operations and 2" for overlay operations if uneven lanes with edge condition 1 are open to traffic after work operations cease.	
② 	Less than or equal to 3"	Sign: CW8-11
③  Notched Wedge Joint	Distance "D" may be a maximum of 3" if uneven lanes with edge condition 2 or 3 are open to traffic after work operations cease. Uneven lanes should not be open to traffic when "D" is greater than 3".	

TRAFFIC CONTROL DURING PLANING, OVERLAY AND LEVELING OPERATIONS ARE SHOWN ELSEWHERE IN THE PLANS.

MINIMUM WARNING SIGN SIZE	
Conventional roads	36" x 36"
Freeways/expressways, divided roadways	48" x 48"

Texas Department of Transportation — Traffic Operations Division Standard

SIGNING FOR UNEVEN LANES

WZ(UL)-13

FILE: wzul-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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1-97 3-03				p. 42

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

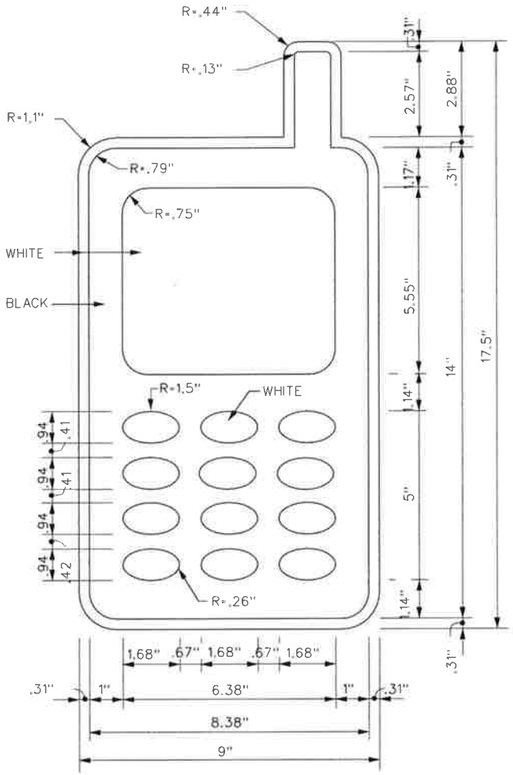
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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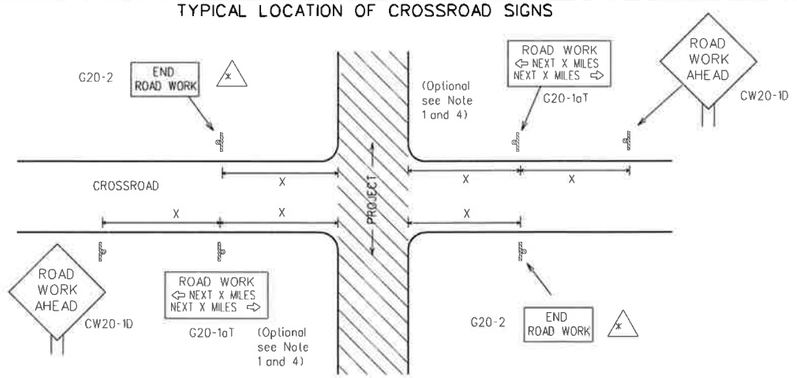
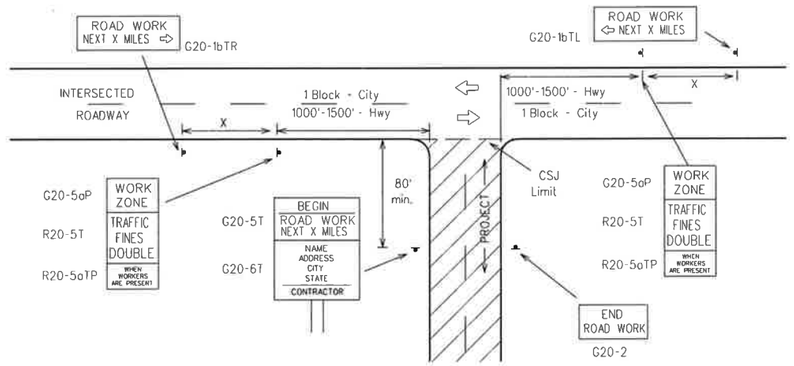
TYPICAL LOCATION OF CROSSROAD SIGNS



(x) May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" △
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

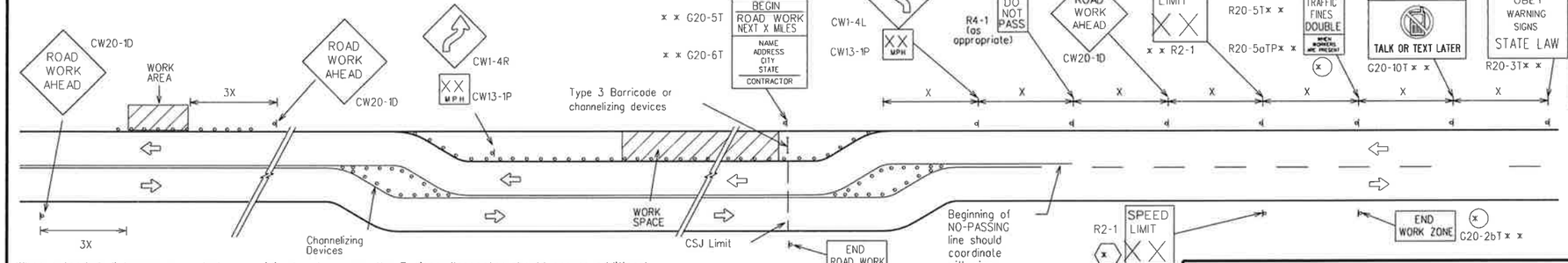
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

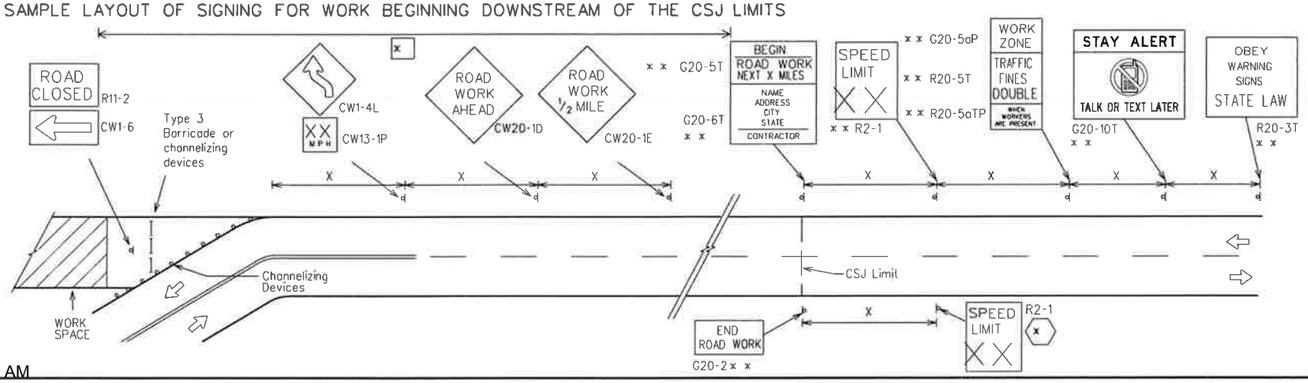
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS

When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(x) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

x x Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

[x] Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

⬡ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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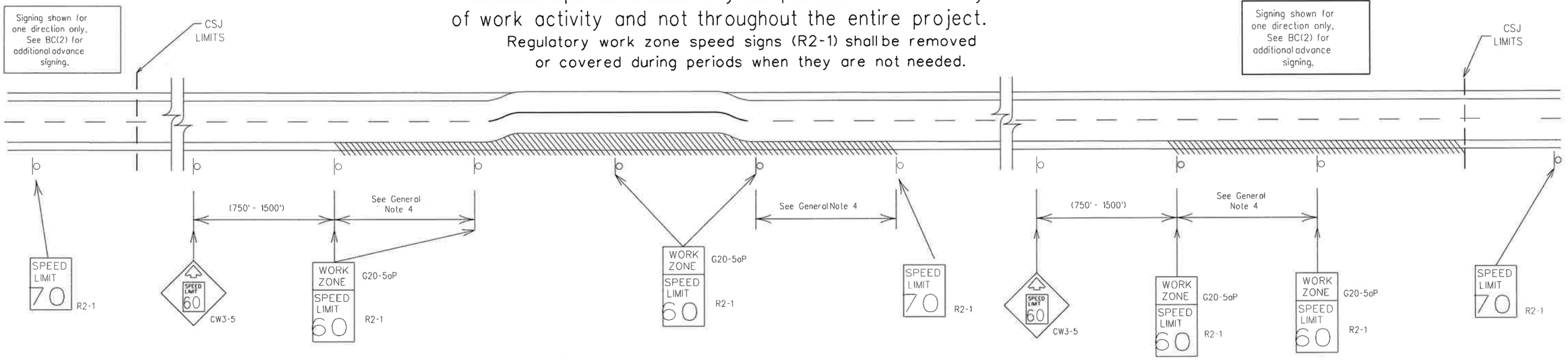
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.

Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Law enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form *1204 in the TxDOT e-form system.

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Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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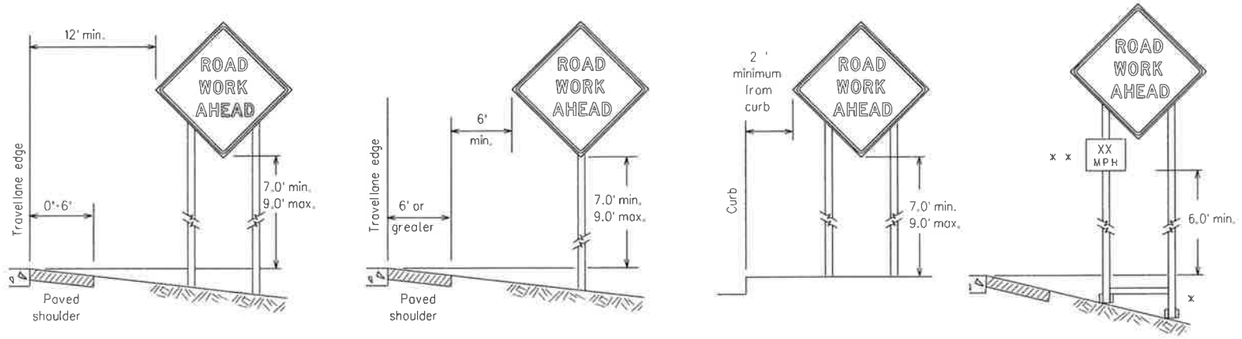
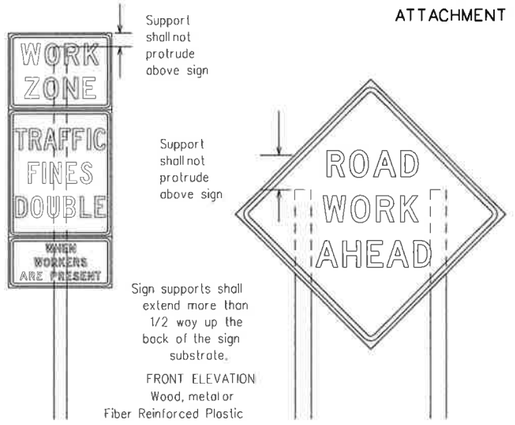
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

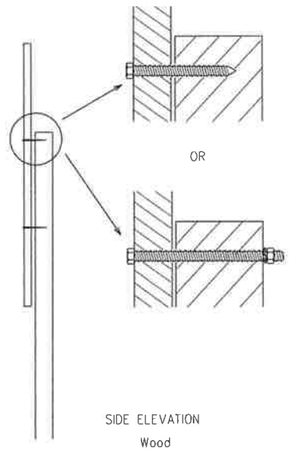


x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

x x When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





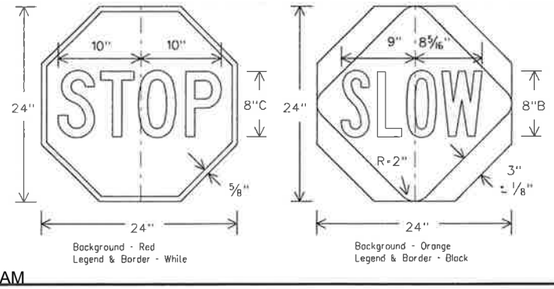
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

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BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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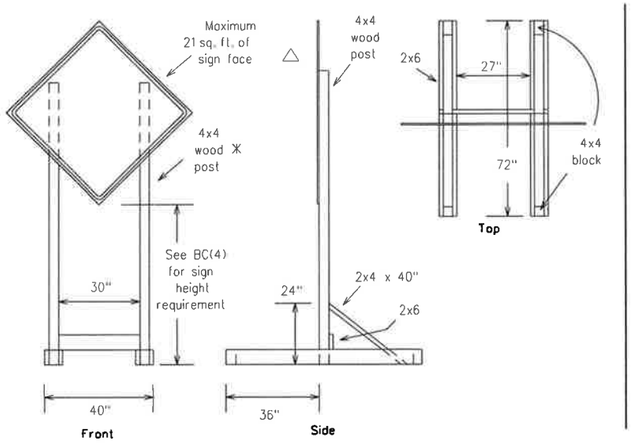
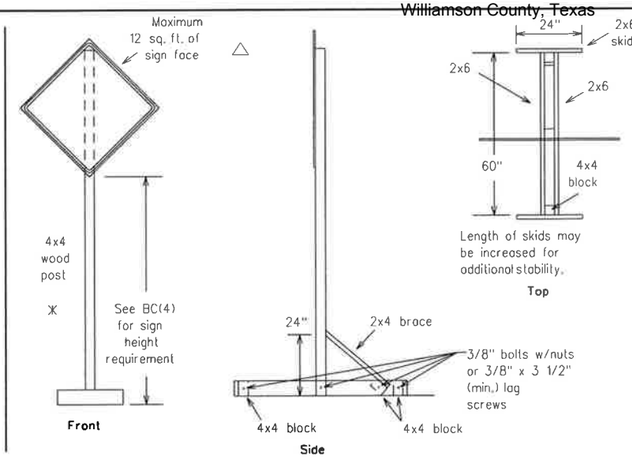
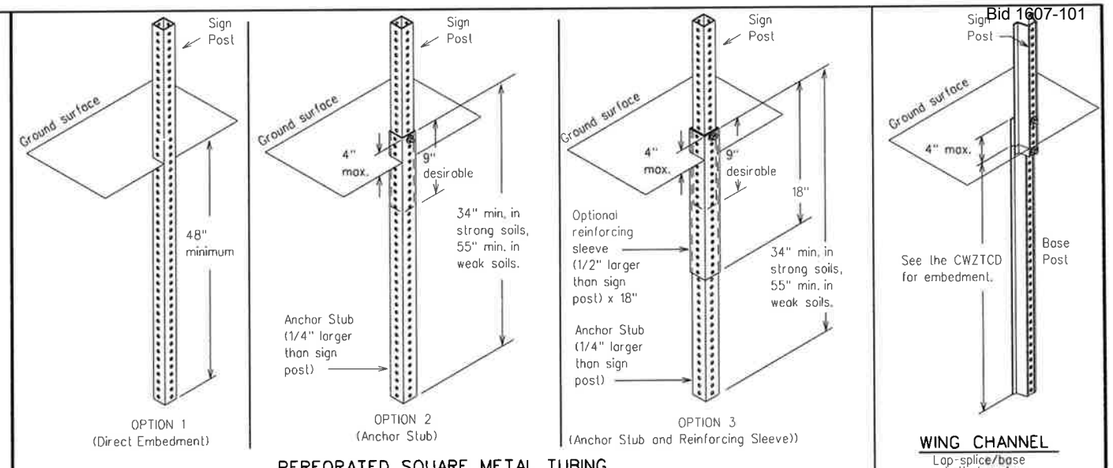




SKID MOUNTED WOOD SIGN SUPPORTS

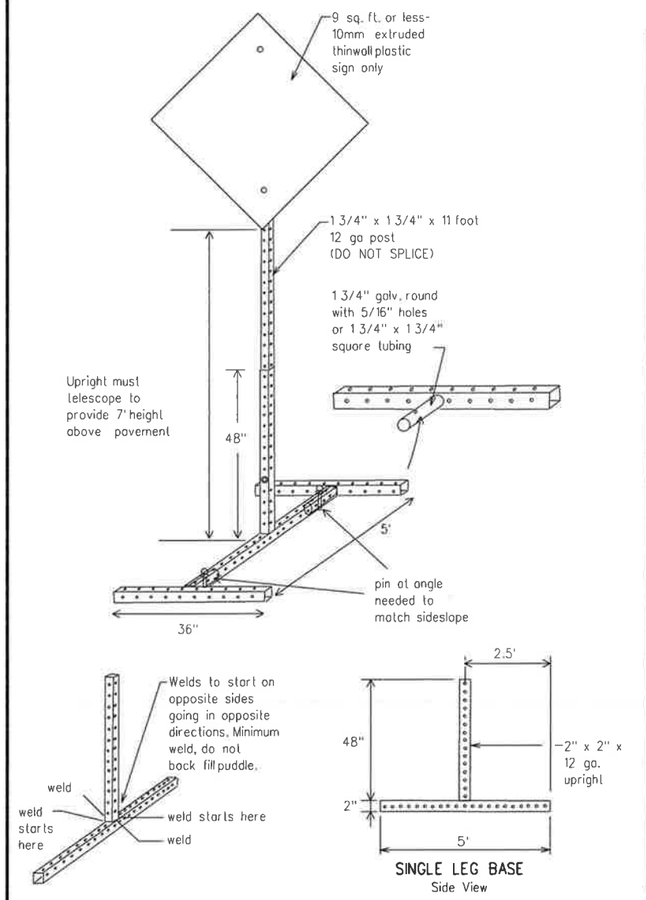
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

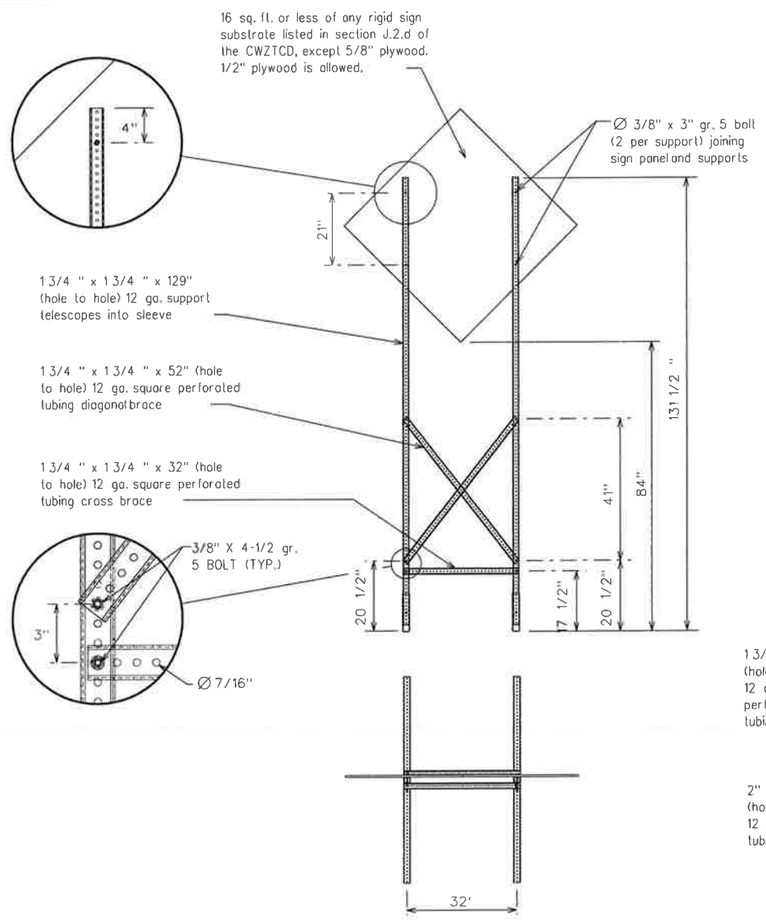


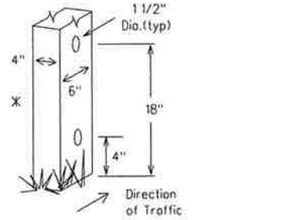
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

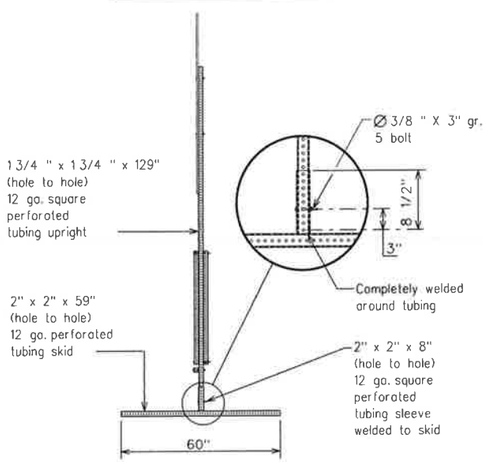






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

* Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

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BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation * IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM-X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM-XX AM

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the some size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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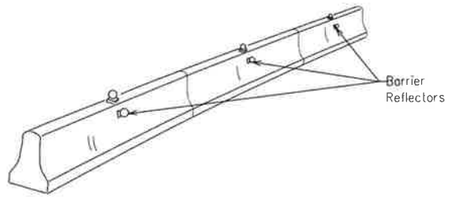
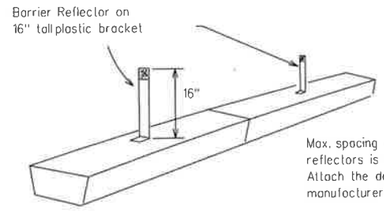
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

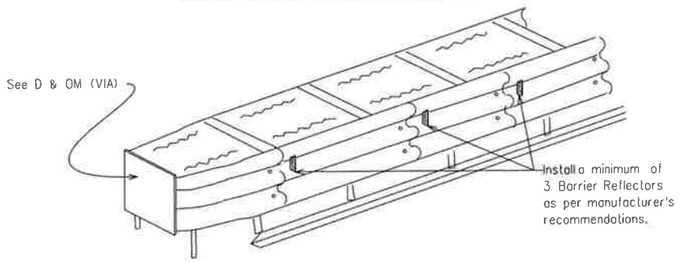


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

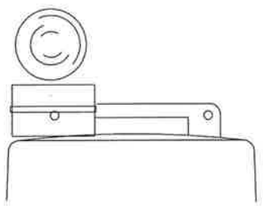


DELINEATION OF END TREATMENTS

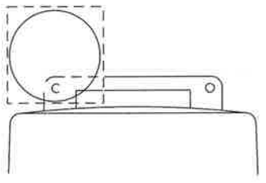
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travelway.



Warning reflector may be round or square.Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C $_{FL}$ Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

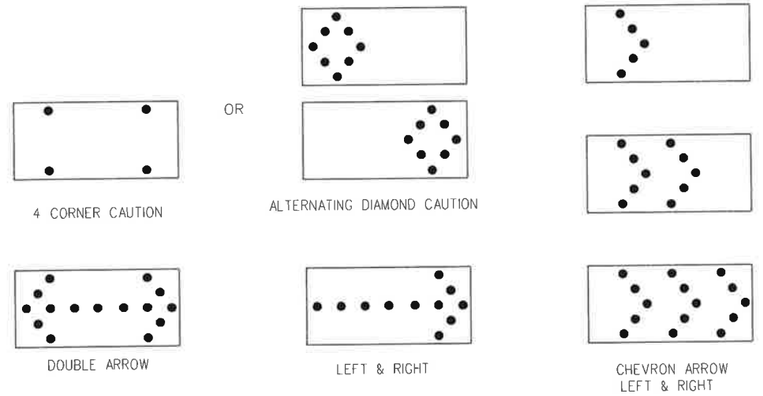
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

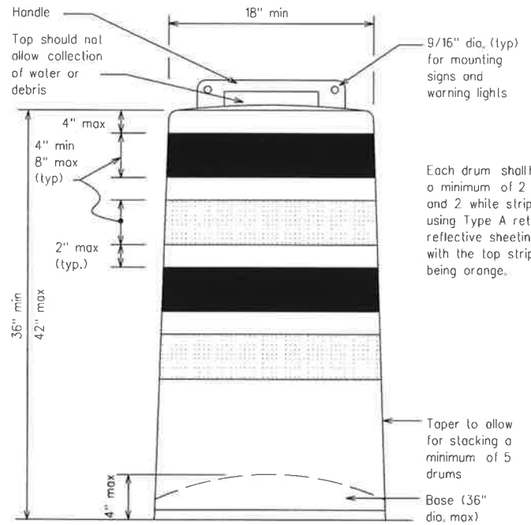
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

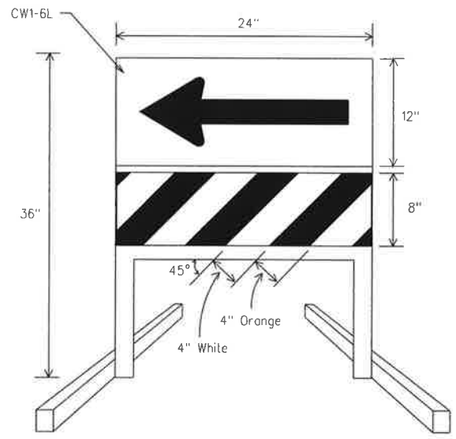
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

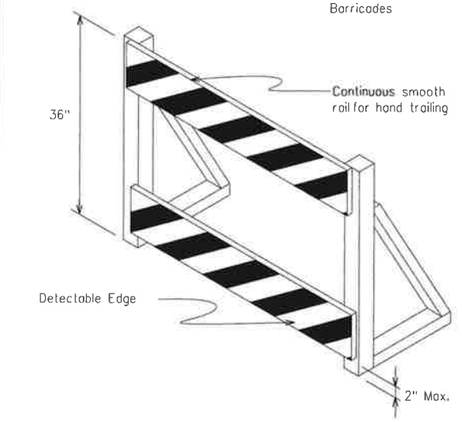
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B or $_{FL}$Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24"
Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange$_{FL}$ sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

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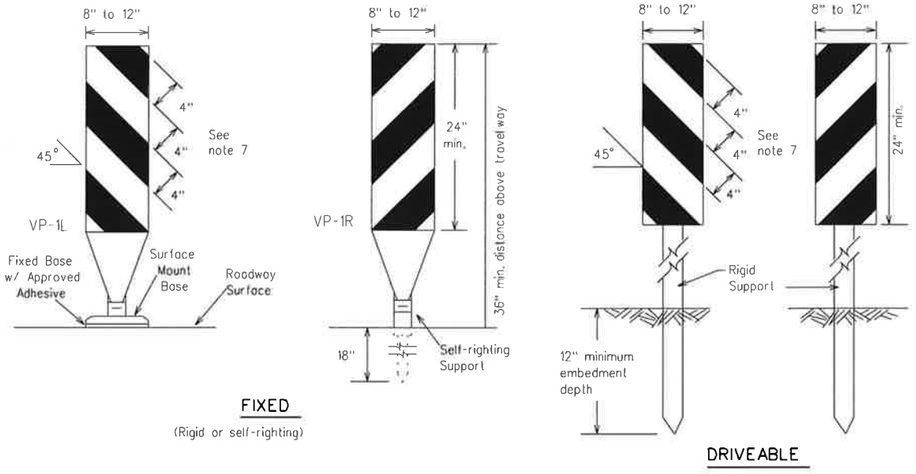
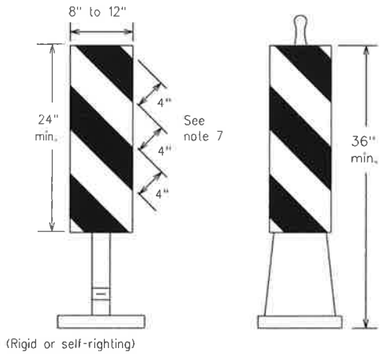


FIXED
(Rigid or self-righting)

DRIVEABLE

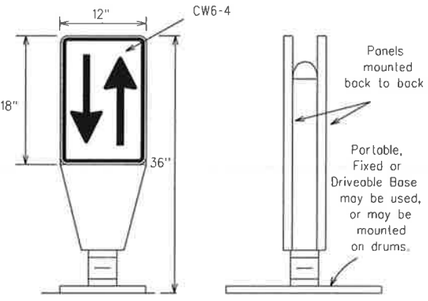


(Rigid or self-righting)

PORTABLE

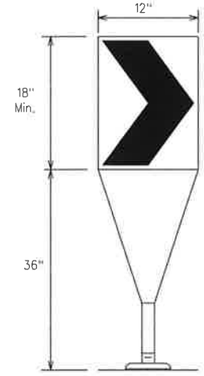
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



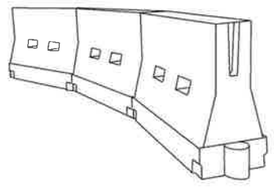
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths * *			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* * Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

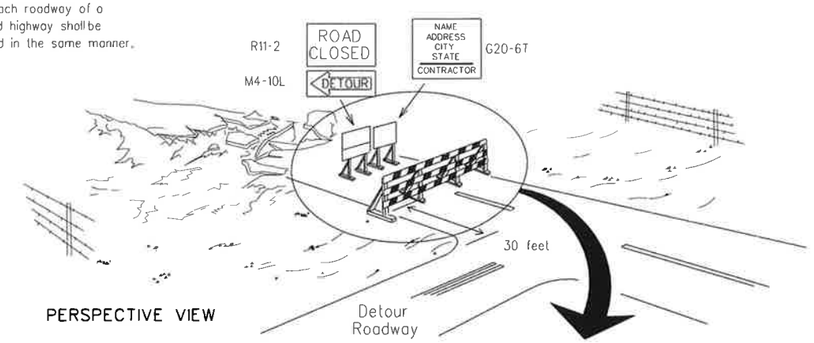
Barricades shall NOT be used as a sign support.

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL

Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

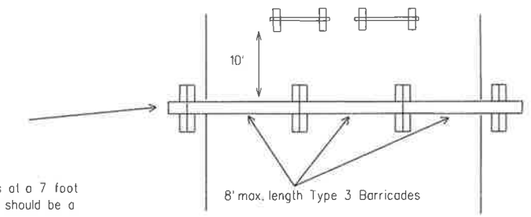
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

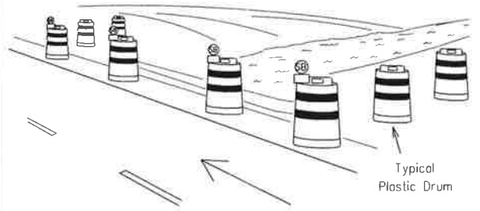
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

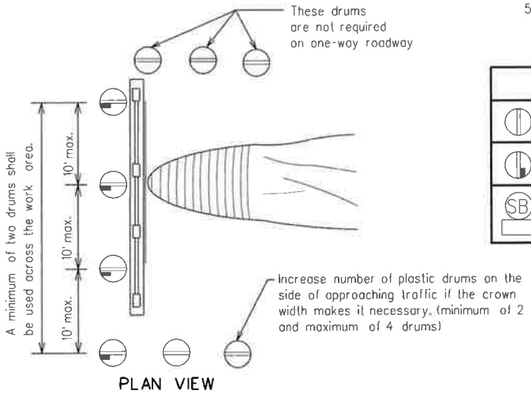
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

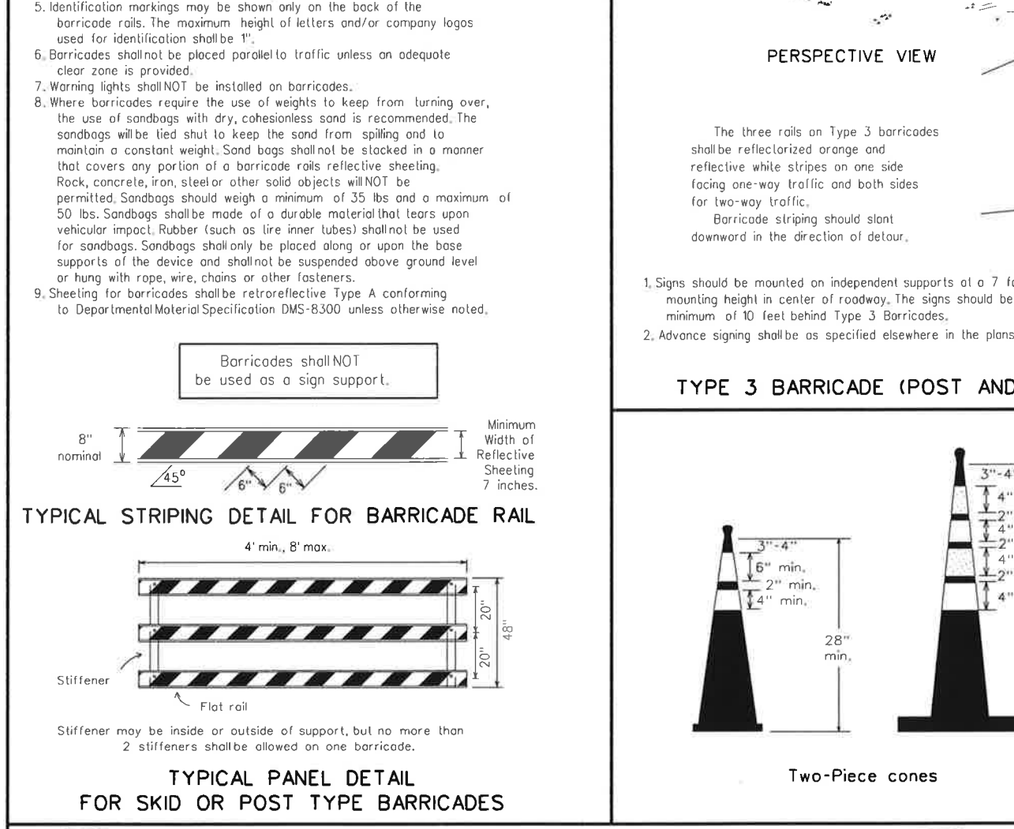
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



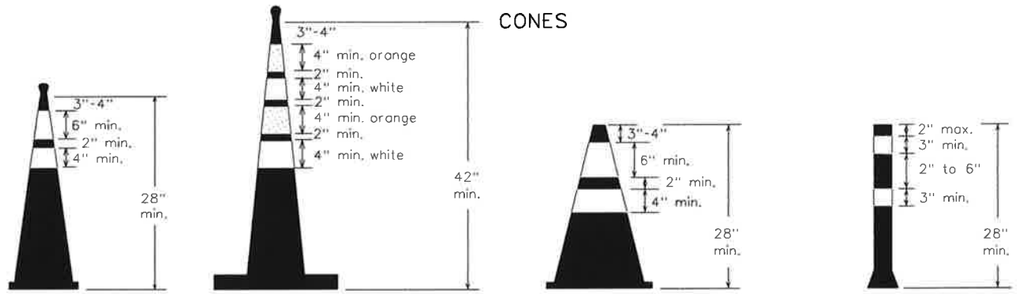
PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



TRAFFIC CONTROL FOR MATERIAL STOCKPILES



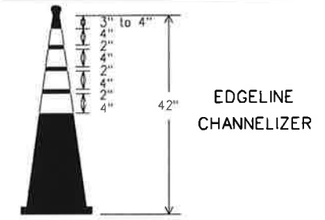
Two-Piece cones | One-Piece cones | Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

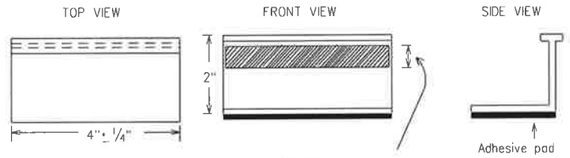
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-pointing of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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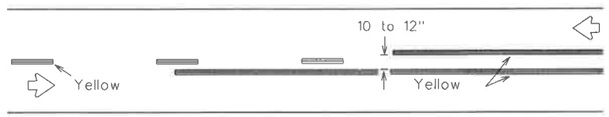
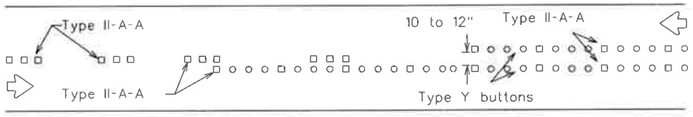
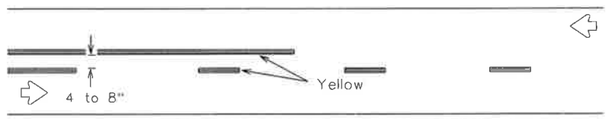
PAVEMENT MARKING PATTERNS



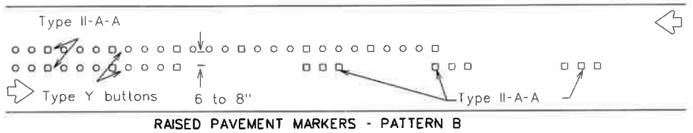
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



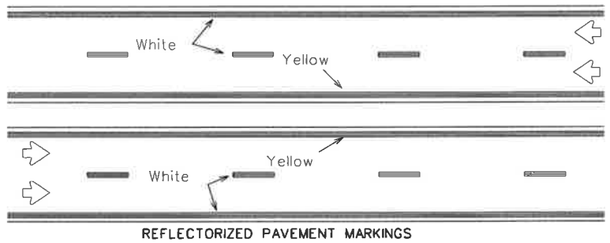
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



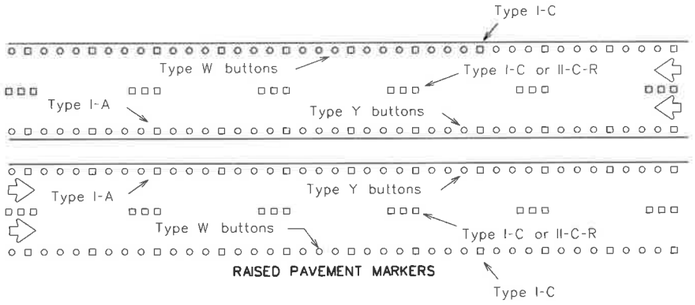
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



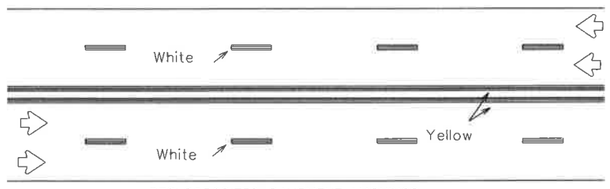
REFLECTORIZED PAVEMENT MARKINGS



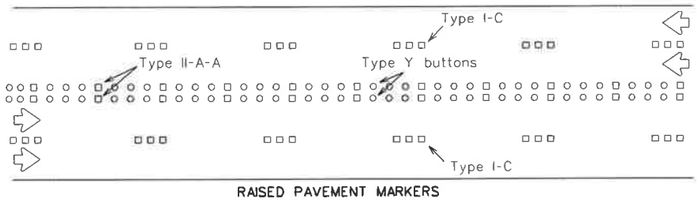
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



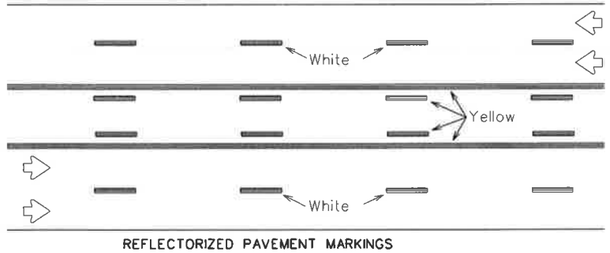
REFLECTORIZED PAVEMENT MARKINGS



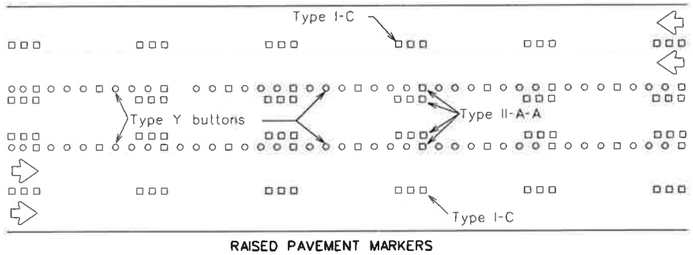
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS



RAISED PAVEMENT MARKERS

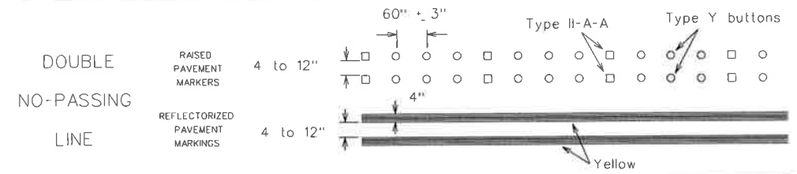
Prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

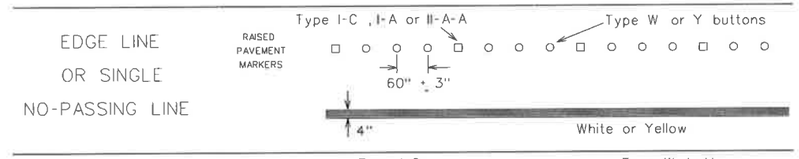
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

SOLID LINES

DOUBLE NO-PASSING LINE

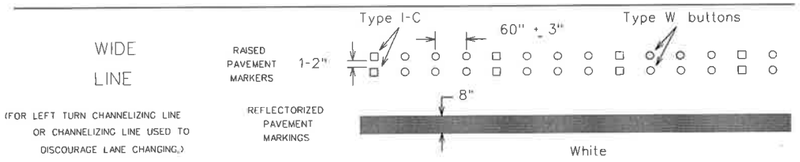


EDGE LINE OR SINGLE NO-PASSING LINE



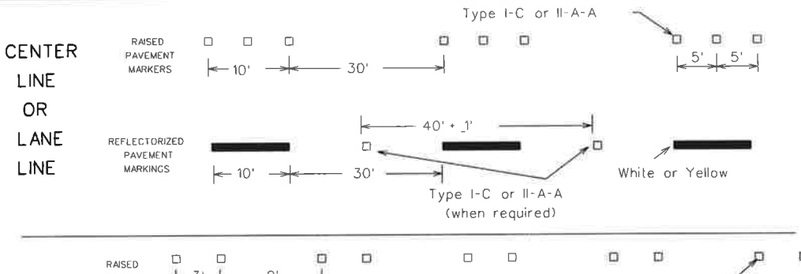
WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

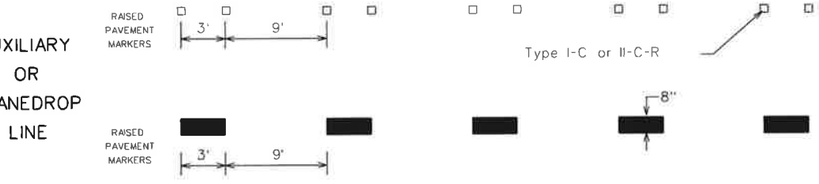


BROKEN LINES

CENTER LINE OR LANE LINE

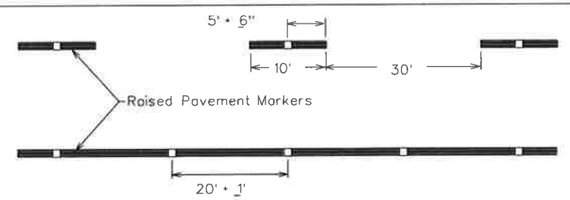


AUXILIARY OR LANEDROP LINE



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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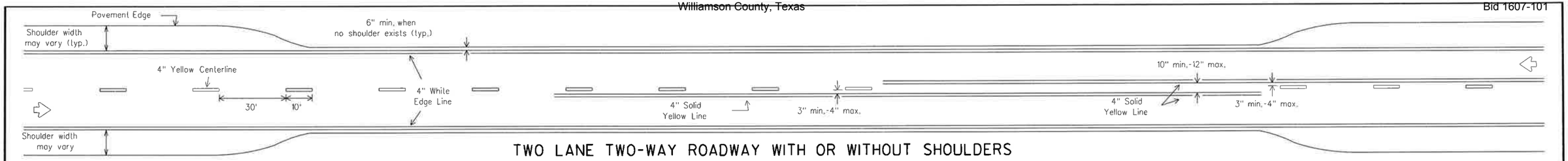
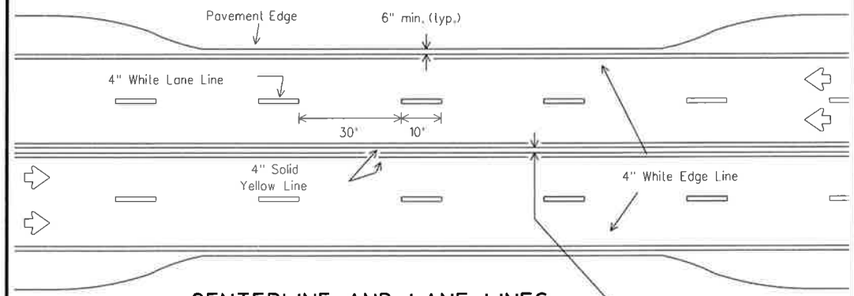
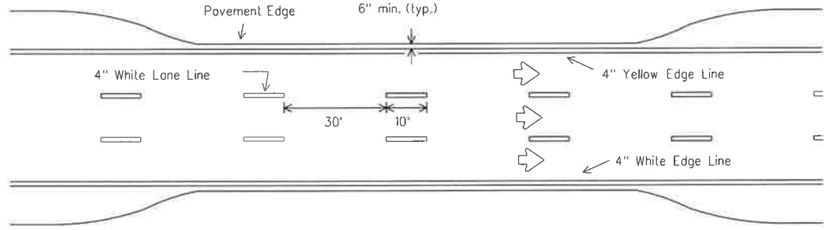


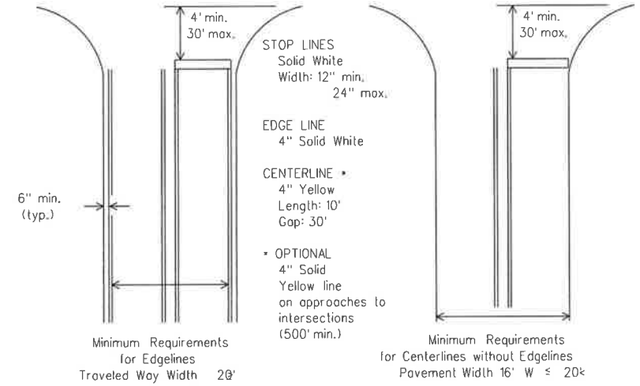
TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS



CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

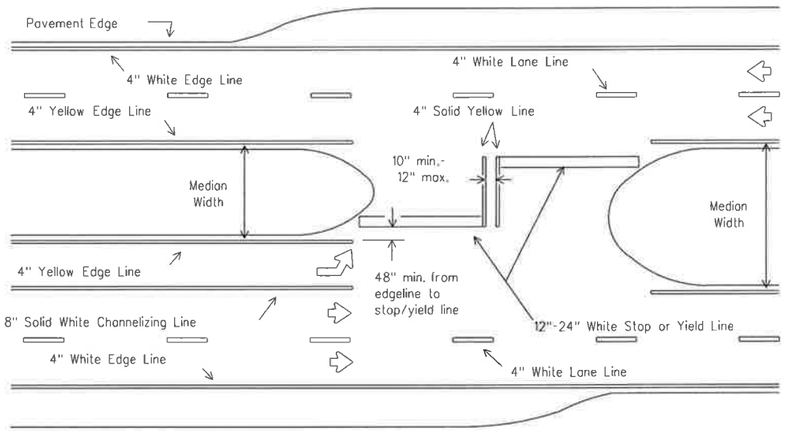


EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



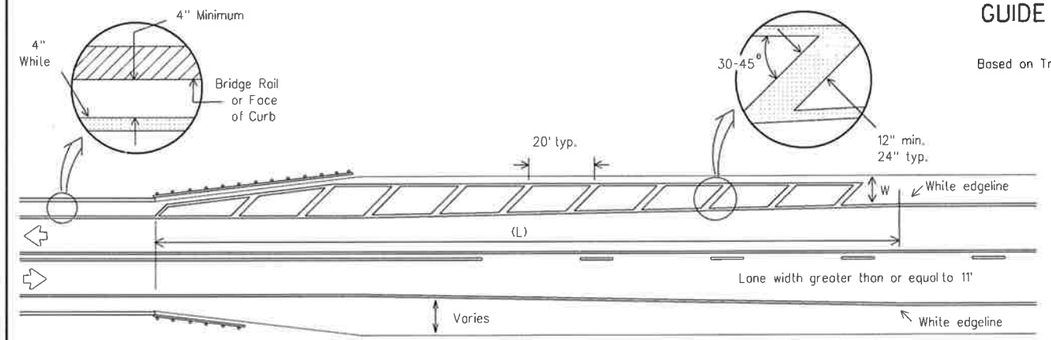
GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

1. No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
2. For crosshatching length (L) see Table 1.
3. The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
4. The crosshatching is not required if delineators or barrier reflectors are used along the structure.
5. For guard fence details, refer elsewhere in the plans.

ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

TABLE 1 - TYPICAL LENGTH (L)

Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	L=WS

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:

L = 8 x 70 = 560 ft.

A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:

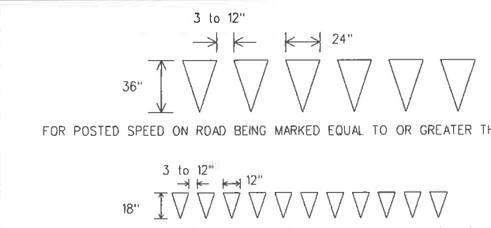
L = 4(40) ² 60 = 106.67 ft. rounded to 110 ft.

GENERAL NOTES

1. Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
2. The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR GREATER THAN 45 MPH

FOR POSTED SPEED ON ROAD BEING MARKED EQUAL TO OR LESS THAN 40 MPH

YIELD LINES

Texas Department of Transportation
Traffic Operations Division

TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

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REVISIONS	CONT	SECT	JOB	HIGHWAY
8-95 2-12				
5-00	DIST	COUNTY		SHEET NO.
8-00				
3-03				

DATE:
FILE:

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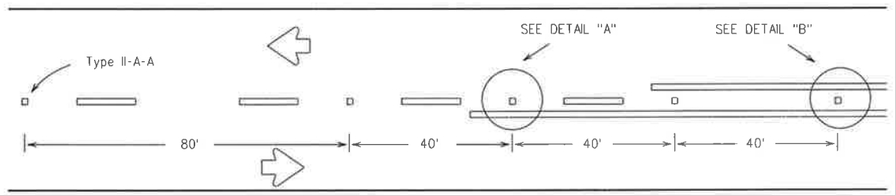
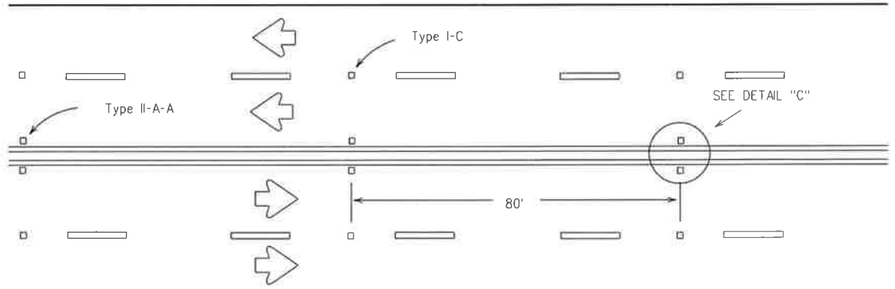
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

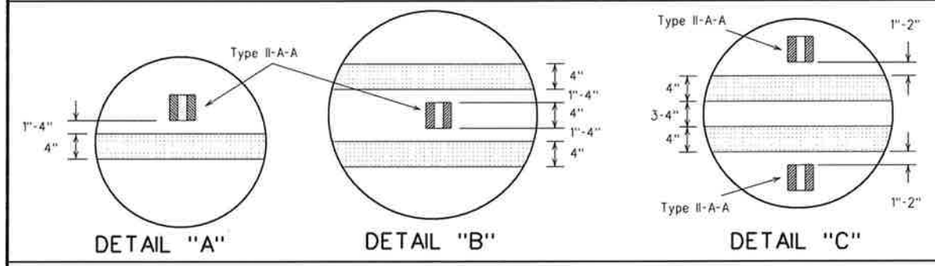


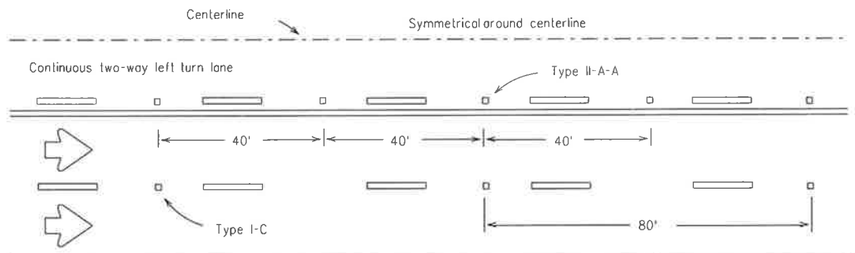
CENTERLINE FOR ALL TWO LANE ROADWAYS



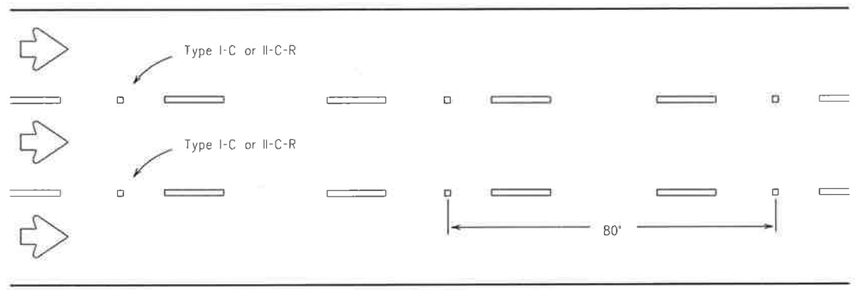
CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



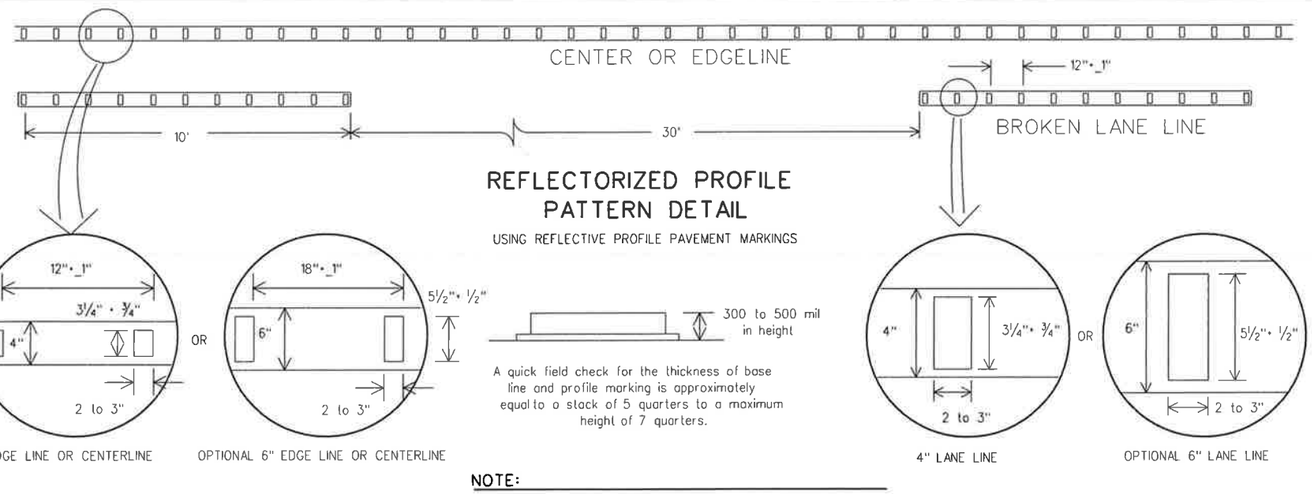


CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.



4" EDGE LINE OR CENTERLINE — OPTIONAL 6" EDGE LINE OR CENTERLINE — 4" LANE LINE — OPTIONAL 6" LANE LINE

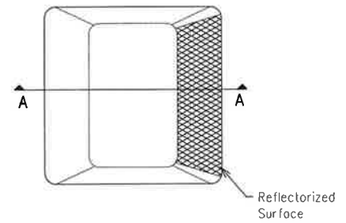
NOTE:
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

GENERAL NOTES

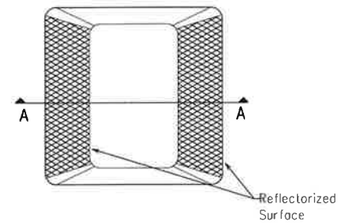
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

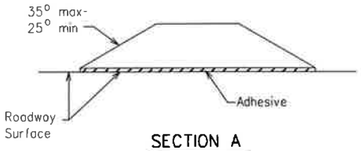
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS

Texas Department of Transportation
Traffic Operations Division

POSITION GUIDANCE USING RAISED MARKERS
REFLECTORIZED PROFILE MARKINGS

PM(2)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS
4-92 2-10
5-00 2-12
8-00
2-08

CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

DATE:
FILE:

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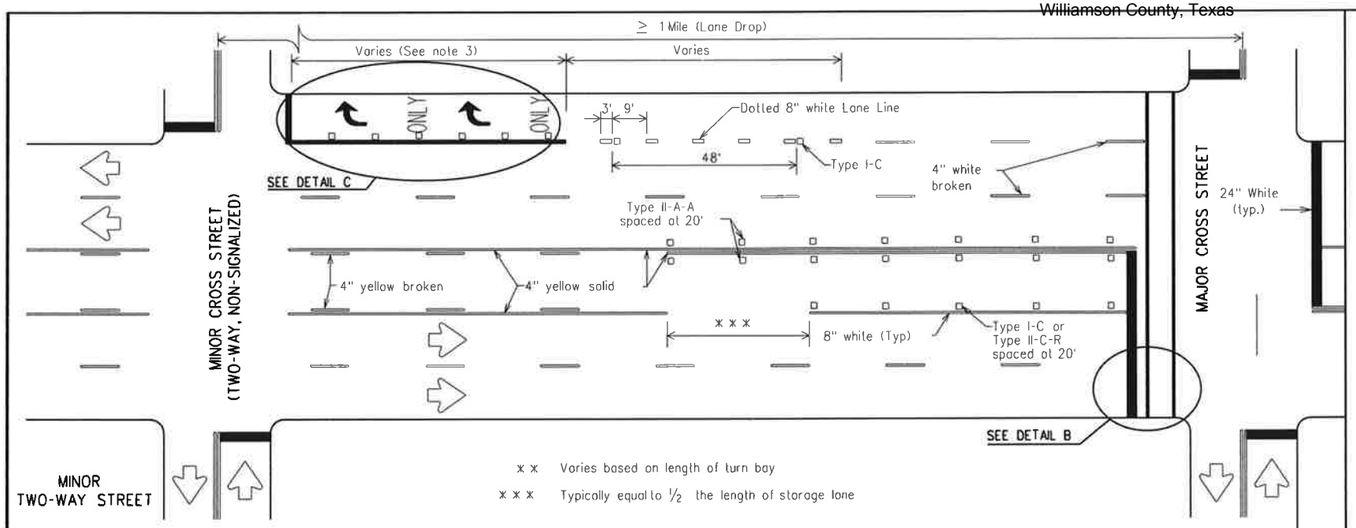
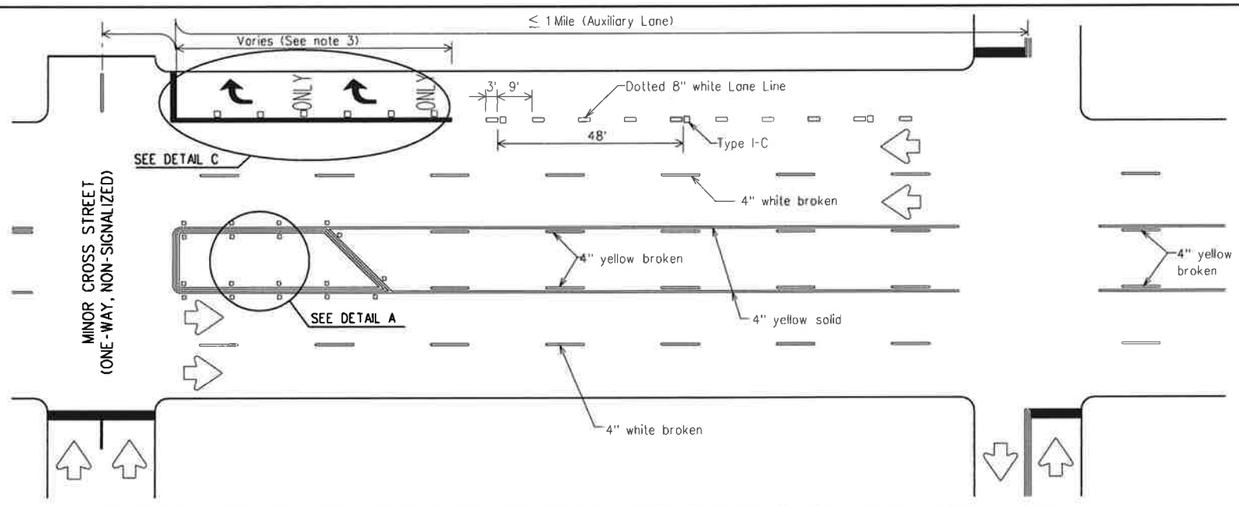
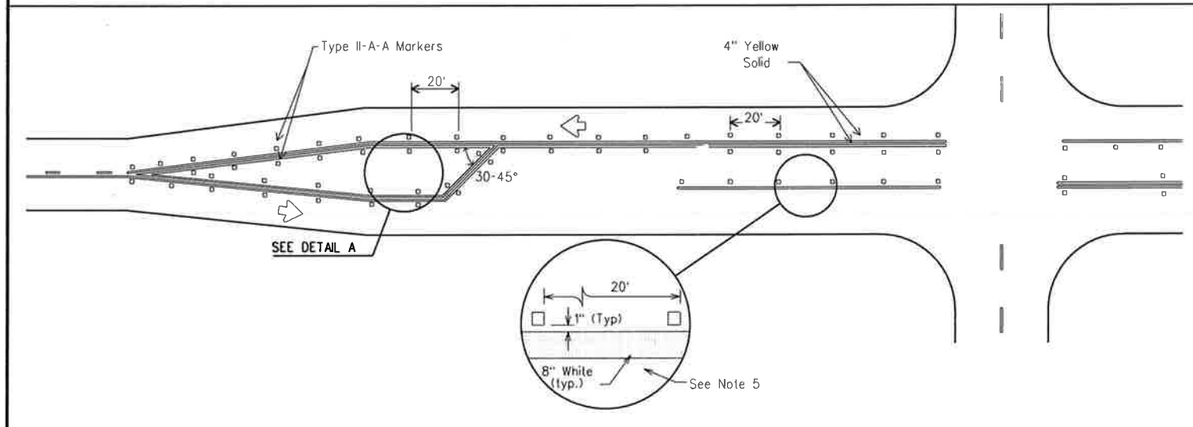


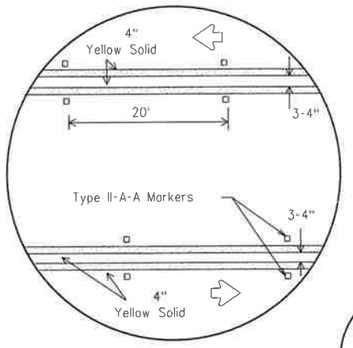
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



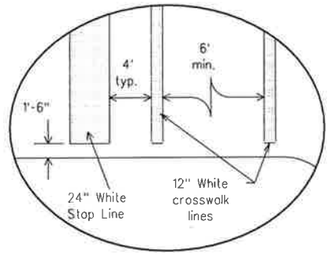
TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

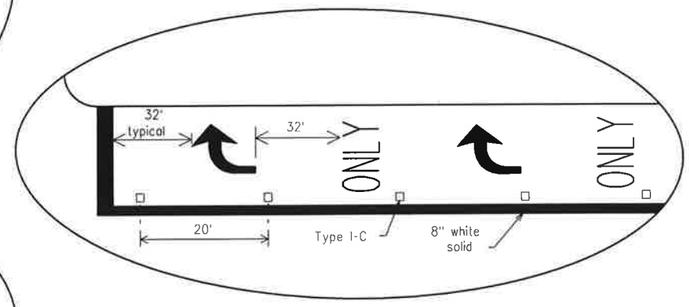


DETAIL A



Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

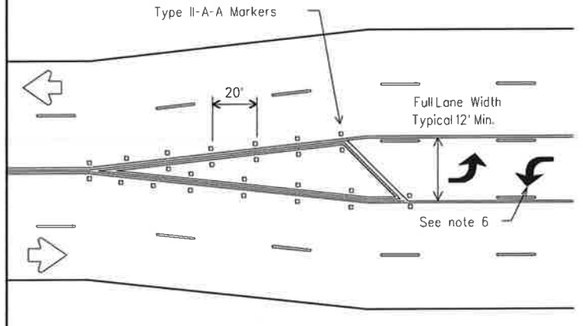
DETAIL B



DETAIL C

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



TYPICAL TRANSITION FOR TWLTL AND DIVIDED HIGHWAY

GENERAL NOTES

1. Refer elsewhere in plans for additional RPM placement and details.
2. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
3. When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
4. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
5. Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
6. A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

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DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS
5-00 2-12
8-00
3-03
2-10

DATE:
FILE:

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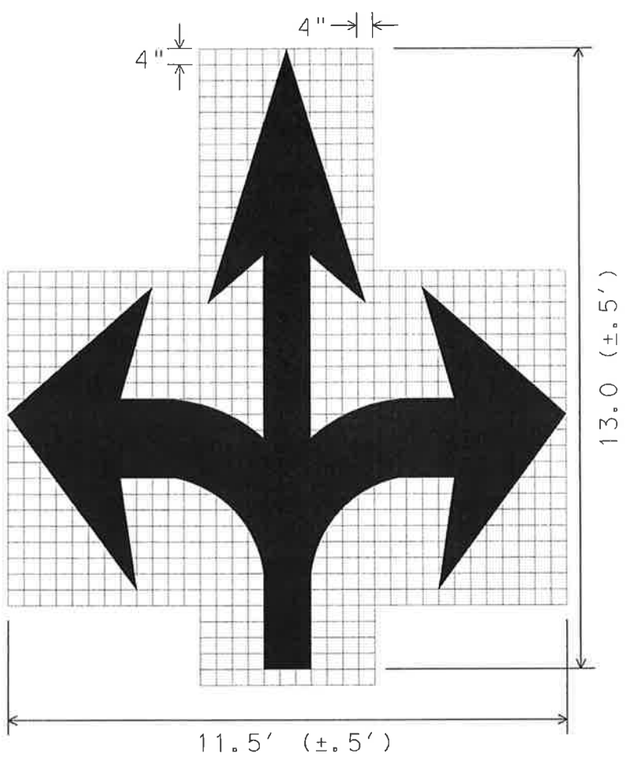

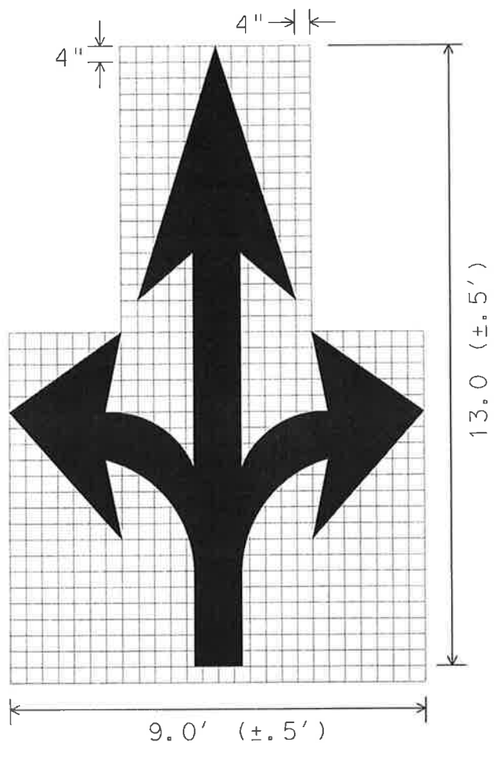

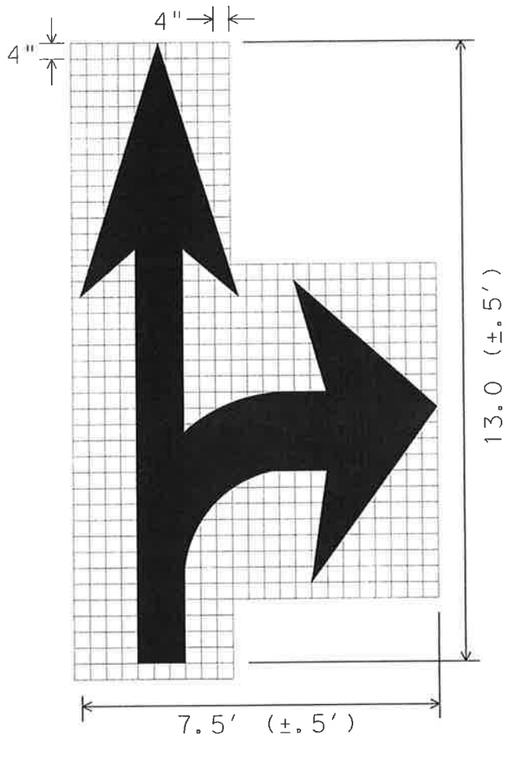

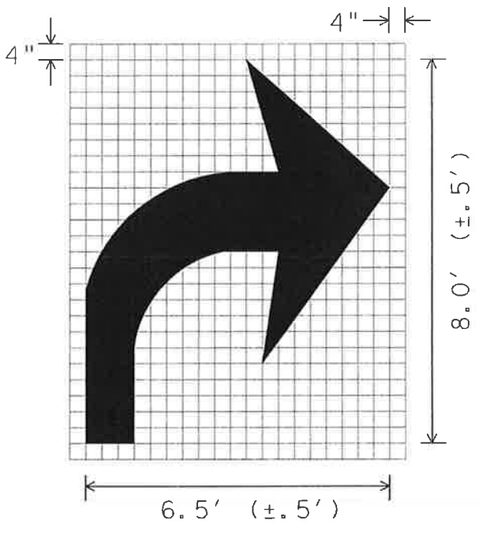

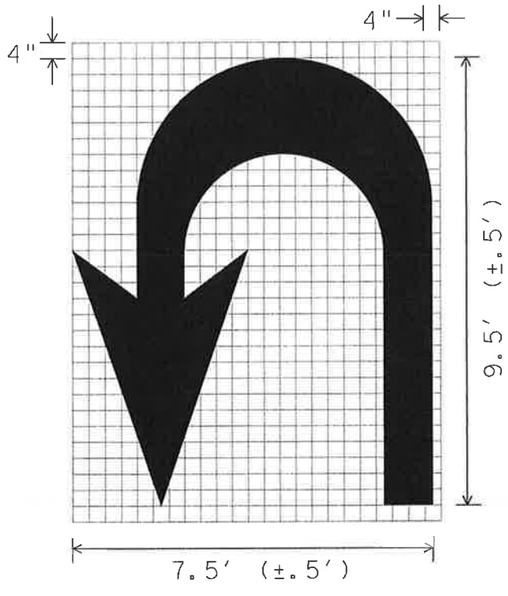

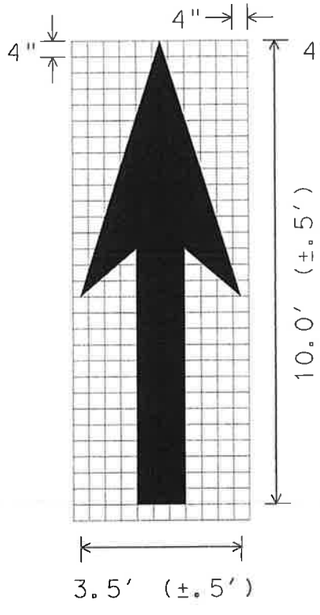

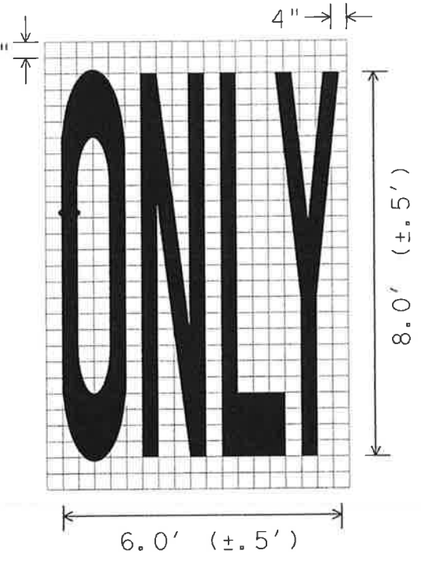

GENERAL NOTES;

1. Minimum 8 foot white markings should be used, unless otherwise noted. If message consists of more than one word, it should be placed with first word nearest the driver.
2. These details are standard size for normal installation; sizes may be reduced approximately one-third for low speed urban conditions; larger sizes may be needed for freeways, above average speed conditions or other critical locations.
3. The longitudinal space between markings should be at least four times the height of the markings, on low speed roads, but should not exceed ten times the height under any condition.
4. Markings considered appropriate for use when warranted include the following:
   A. Regulatory
      STOP
      RIGHT (LEFT) TURN ONLY
      25 MPH
      SYMBOL ARROWS
   B. Warning
      STOP AHEAD
      SIGNAL AHEAD
      SCHOOL
      SCHOOL X-ING
      PED X-ING
      R X R (see RCPM standard)
   C. Guide
      US XXX
      ROUTE XXX
      STATE XXX
      Other words or symbols may be necessary under certain conditions
5. Uncontrolled use of pavement markings can result in driver confusion. Word and symbol markings should be no more than three lines.
6. The word "STOP" shall not be used on the pavement unless accompanied by a Stop line and Stop sign. The word "STOP" shall not be placed on the pavement in advance to a stop line, unless every vehicle is required to stop at all times.
7. Pavement markings should generally be no more than one lane in width, with School messages being the exception. For details of School and School crossing pavement markings, refer to Part VII of the "Texas Manual on Uniform Traffic Control Devices".
8. Spacing between letters should be approximately 4 inches. The width of letters may vary depending on the width of the travel lanes.
9. Lane-Use arrow markings may be used to convey either guidance or mandatory messages. Arrows used to convey a mandatory movement must be accompanied by standard signs and the pavement marking word "ONLY".
10. Pavement markings are to be located as specified elsewhere in the plans.

SPACING BETWEEN LINES OF PAVEMENT MARKINGS	
MPH	SPACING
≤ 45	MINIMUM 4 TIMES THE LETTER HEIGHT
> 45	MINIMUM - 4 TIMES THE LETTER HEIGHT MAXIMUM - 10 TIMES THE LETTER HEIGHT

Texas Department of Transportation
Traffic Operations Division

STANDARD PAVEMENT MARKINGS (ARROWS)

PM(6)-01

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REVISIONS

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
			UNIVERSITY BLVD.
DIST	COUNTY		SHEET NO.
	WILLIAMSON		55

DATE:
FILE:

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the Invitation for Bid Solicitation #1607-101, Milling and Overlay for Ronald Reagan Blvd Phase I and Phase II; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of (enter amount) ($0.00) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the Invitation for Bid Solicitation #1607-101, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public

authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement.

The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures. Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.2 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements

of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.3 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.4 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.5 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.6 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be

authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.7 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.8 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.9 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.10 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.11 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.12 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;
c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

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

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

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

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

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

e. Builder’s Risk Insurance

(*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

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

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

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify

Coverage and report lack of Coverage.

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

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance

requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

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

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

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising

Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

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

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

Date: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____

Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____

Phone _____
Fax _____

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

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.

PHASE 1 BID FORM - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price
PH 1	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	8884	
PH 1	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	8884	
PH 1	166	6001	FERTILIZER	AC	2	
PH 1	168	6001	VEGETATIVE WATERING	MG	1102	
PH 1	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	529	
PH 1	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21269	
PH 1	341	6028	D - GR HMA TY - C PG70 - 22	TON	330	
PH 1	341	6043	D - GR HMA TY - D PG70 - 22	TON	6685	
PH 1	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	2507	
PH 1	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000	
PH 1	500	6001	MOBILIZATION	LS	1	
PH 1	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	
PH 1	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1377	
PH 1	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	727	
PH 1	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	1190	
PH 1	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	68	
PH 1	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	3	
PH 1	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	
PH 1	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	131	
PH 1	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	516	
PH 1	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	24677	
PH 1	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	1190	
PH 1	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	68	
PH 1	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	3	
PH 1	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	
PH 1	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2215	
PH 1	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	9464	
PH 1	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	131	
PH 1	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	516	
PH 1	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	24677	
PH 1	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2215	
PH 1	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	9464	
PH 1	672	6007	REFL PAV MRKR TY I-C	EA	60	
PH 1	672	6009	REFL PAV MRKR TY II-A-A	EA	286	
PH 1	672	6010	REFL PAV MRKR TY II-C-R	EA	26	
PH 1	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	0	
PH 1	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	0	

_____

Bidders Company Name

Milling and Overlay Ronald Reagan Blvd 1607-101

PHASE 2 BID FORM - Estimate of Quantities Summary

PHASE	ITEM	NO	DESCRIPTION	UNITS	QUANTITY	Unit Price
PH 2	160	6003	FURNISHING AND PLACING TOPSOIL (4")	SY	9477	
PH 2	164	6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	9477	
PH 2	166	6001	FERTILIZER	AC	2	
PH 2	168	6001	VEGETATIVE WATERING	MG	1175	
PH 2	316	6175	AGGR (TY-B GR-4 SAC-B)	CY	527	
PH 2	316	6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	21178	
PH 3	341	6028	D - GR HMA TY - C PG70 - 22	TON	330	
PH 2	341	6043	D - GR HMA TY - D PG70 - 22	TON	6656	
PH 2	354	6021	PLANE ASPH CONC PAV (0" TO 2")	SY	5470	
PH 2	354	6024	PLANE ASPH CONC PAV (2" TO 4")	SY	2000	
PH 2	500	6001	MOBILIZATION	LS	1	
PH 2	502	6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	
PH 2	662	6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	1661	
PH 2	662	6111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	904	
PH 2	666	6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	206	
PH 2	666	6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	437	
PH 2	666	6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	2	
PH 2	666	6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	2	
PH 2	666	6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	190	
PH 2	666	6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	0	
PH 2	666	6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	27196	
PH 2	666	6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	206	
PH 2	666	6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	437	
PH 2	666	6184	REFL PAV MRK TY II (W) (ARROW)	EA	2	
PH 2	666	6192	REFL PAV MRK TY II (W) (WORD)	EA	2	
PH 2	666	6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	2639	
PH 2	666	6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	11581	
PH 2	666	6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	190	
PH 2	666	6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	0	
PH 2	666	6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	27196	
PH 2	666	6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	2639	
PH 2	666	6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	11581	
PH 2	672	6007	REFL PAV MRKR TY I-C	EA	10	
PH 2	672	6009	REFL PAV MRKR TY II-A-A	EA	361	
PH 2	672	6010	REFL PAV MRKR TY II-C-R	EA	0	
PH 2	677	6001	ELIM EXT PAV MRK & MRKS (4")	LF	5318	
PH 2	677	6007	ELIM EXT PAV MRK & MRKS (24")	LF	84	

_____

Bidders Company Name

Milling and Overlay Ronald Reagan Blvd 1607-101

BID AFFIDAVIT

This form must be completed, signed, notarized and returned with Bid package

The undersigned certifies that the IFB and the Bidder's Bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all goods and/or services upon which prices are extended at the price Bid, and upon the conditions contained in the IFB.

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for the State of , on this day

personally appeared ,(*Name of Signer*), who after being by me duly sworn,

did depose and say: "I, , (*Name of Signer*) am a duly authorized officer of/agent

for , (*Name of Respondent*) and have been duly authorized to execute the

foregoing on behalf of the said , (*Name of Respondent*).

I hereby certify that the foregoing Bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this Bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities Bid on, or to influence any person or persons to submit a Bid or not to submit a Bid thereon."

Name of Respondent:

Address of Respondent:

Email:

Telephone#:

By:

Printed Name:

Title:

SUBSCRIBED AND SWORN to before me by the above-named

on this the day of , 20 .

Notary Public in and for

The State of

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Question and Answers for Bid #1607-101 - Milling and Overlay Ronald Reagan Blvd.

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **54.**

Meeting Date: 07/12/2016

Approve Contract for HVAC unit installation at Juvenile Justice Center per TXMAS Contract TXMAS-15-03FAC01

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 the service contract between MTech and Williamson County Facilities for HVAC unit installation at Juvenile Justice Center per TXMAS contract, TXMAS 15 03FAC01, not to exceed the amount of $100,500.00.

Background

Per MTech's quote dated 7/5/2016, the total price includes:

Demo existing O/A units
2 new O/A unites
2 curb adaptors
Disconnect and reattach condensate line piping
Singe trip crane lift
Disposal of 2 engineered air units
Start u 2 O/A units
Warranty (1 year) on workmanship 5 year on compressor 25 year on stainless steel heat exchanger
P&P bond

Total Purchase - $100,500.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract

MTech Quote

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Jewel Walker		Started On: 07/05/2016 01:32 PM
Final Approval Date: 07/06/2016		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR INSTALLATION COMPONENT OF
HVAC UNITS
(Juvenile Justice Center)
(TX-MAS-15-03FACC01)

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 **Mtech Comfort Systems USA** (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 the attached Fee Proposal, dated July 5, 2016, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $100,500.00, 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.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

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

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

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

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

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

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

VII.

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

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

VIII.

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 Fee Proposal with Scope of Work for Installation, dated July 5, 2016, which is incorporated herein as if copied in full.

IX.

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

X.

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.

XI.

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.

XII.

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.

XIII.

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 IX above.

XIV.

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.

XV.

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 reasonable advance notice of intended audits.

XVI.

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:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature

Exhibit “A”

Commercial HVAC · Plumbing · Electrical
COMFORT SYSTEMS USA

1720 Royston Lane, Round Rock, TX. 78664 λ Phone: (512) 929-7090 λ Fax: (512) 873-7142
TACLA021308C / M-18971 / TECL 25202

BID TO: Williamson County Facilities **DATE: 7/5/16**
ATTENTION: Toby Bonnet
Address: 200 Wilco Way
TXMAS-15-03FAC01

INCLUDED IN PRICE:

1. Demo existing O/A Units
2. (2) New O/A units (Aaon)
3. (2) Curb adaptors
4. Disconnect and reattach condensate line piping
5. Disconnect and reattach/rerun gas piping from regulator to unit
6. Single trip crane lift
7. Disposal of (2) Engineered Air Units
8. Start-up (2) O/A units
9. Warranty (1) year on workmanship-(5) year on compressor-(25) year on stainless steel heat exchanger
10. P&P Bond

NOT INCLUDED IN PRICE:

1. Afterhours/Overtime work
2. Electrical
3. DDC Controls (By Others)
4. Fire alarm
5. Coring / x-raying
6. Design Engineering
7. Tax
8. Caulking
9. Structural engineering or structural supports
10. Roofing work of any kind
11. Allowances / alternates not specifically noted above
12. 3rd Party testing of any kind not specifically noted above
13. 3rd Party Commissioning Agent Fees
14. 3rd Party duct cleaning
15. LEED Administration fees or documentation
16. Code upgrades or repair of equipment/material new or existing

QUOTED HVAC PRICE: .....$ 100,500.00

Sincerely,

Commissioners Court - Regular Session **55.**

Meeting Date: 07/12/2016

Advertise RFQ 1606 090 Architectural and Engineering Design for Justice Center Renovations

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 Agent to advertise and receive qualifications for RFQ 1606-090 Architectural and Engineering Design Justice Center Renovations for Williamson County Facilities.

Background

Williamson County Facilities is requesting qualifications to provide professional architectural and engineering services to build out approximately 2700 sqft. of existing 1st floor shell space at Williamson County Justice Center to be occupied by Williamson County CSCD (Adult Probation) Department.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RFQ Packet

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Jewel Walker		Started On: 07/05/2016 03:28 PM
Final Approval Date: 07/06/2016		

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT

SOLICITATION

Architectural Engineering Design for Justice Center Renovation

QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:
Aug 16, 2016 3:30:00 PM CDT
QUALIFICATIONS WILL BE PUBLICLY OPENED:
Aug 16, 2016 3:30:00 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 1606-090
Architectural Engineering Design for Justice Center Renovation

Bid Number	**1606-090**
Bid Title	**Architectural Engineering Design for Justice Center Renovation**
Bid Start Date	**In Held**
Bid End Date	**Aug 16, 2016 3:30:00 PM CDT**
Question & Answer End Date	**Aug 12, 2016 5:00:00 PM CDT**
Bid Contact	**Jewel Walker** **Purchasing Specialist lll** **512-943-1692** **jewel.walker@wilco.org**
Contract Duration	**One Time Purchase**
Contract Renewal	**Not Applicable**
Prices Good for	**90 days**
Pre-Bid Conference	**Aug 2, 2016 10:00:00 AM CDT** **Attendance is optional** **Location: Williamson County - Wilco Justice Center (Main Entrance)** **405 Martin Luther King Dr.** **Georgetown, TX 78626**

Bid Comments

Provide Professional Architectural and Engineering services to build out shell space at Wilco Justice Center to be occupied by Wilco CSCD (Adult Probation) Department.
Provide A/E design services to build out approximately 2,700 sq. ft. of existing 1st floor shell space at the Wilco Justice Center.

If entering an electronic bid in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM.
A one (1) page transmittal letter that provides an overview of the firm.
Up to two (2) pages outlining qualifications of your firm.
A listing or description of relevant projects. The list is limited to one (1) page.
For each office of the company desiring to provide engineering services, provide current organizational charts showing staff that your firm would anticipate using to assist County staff with Engineering Services and A & E Design of the Williamson County Justice Center. 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 the 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 September 2016.
Resumes for staff you choose to submit in support of your qualifications. Include position, education level, professional credentials, qualifications and related experience.
Must respond to each criteria listed in the Evaluation Criteria section of the RFQ.
Conflict of Interest Statement (if filing electronically via Bidsync, this is a fillable form to be completed and accepted)
Debarment and Licensing Certificate (if filing electronically via Bidsync, this is a fillable form to be completed and accepted)

Pass/Fail Criteria
Minimum Requirements: NOTE: If the minimum requirements are not met, the remainder of the proposal will not be considered
1. An organizational chart listing all firms to be used:
- **A. Identify the firms and individuals that will perform tasks.**
- **B. Identify which tasks they will perform.**
- **C. List the physical location of each firm.**

Notes : ***1. 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.***

2. For staffing purposes, assume the notice to proceed will be issued in approximately September 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
1. Project Understanding and Approach (10 points)

2. Architect's Experience with Similar Facility Components (10 points)

3. Team's Experience/ Qualifications with similar HVAC & Electrical facility components as required in Central Texas (10 points)

4. Project Manager Experience/ Qualifications with similar projects (10 points)

5.Acoustical Control Solutions (10 points)

6.Restricted/ Security Access Solutions (10 points)

7.Assurance that the team proposed will be the actual team assigned to work the project (10 points)

70 Total Possible Points

Contract Administrator
Bob Lubecker, Project Manager
Williamson County Facilities

Item Response Form

Item	**1606-090--01-01 - ATTACH ALL DOCUMENTS HERE**
Quantity	**1 each**
Unit Price	
Delivery Location	**Williamson County, Texas** Building Maintenance 3101 SE Inner Loop Rd Georgetown TX 78626 **Qty** 1

Description
ATTACH ALL DOCUMENTS HERE

GENERAL INFORMATION AND SPECIFICATIONS

GENERAL
Williamson County is seeking a Statement of Interest and Qualifications from experienced firms to provide professional Architectural/Engineering (also referred to herein as "A/E") design services and construction administration services for the proposed **Architectural Engineering Design for Justice Center Renovation.**

BACKGROUND
Williamson County is seeking a firm to provide professional architectural and/or engineering services and exercising responsibility for the design services for the Justice Center, and performing certain contract administration responsibilities during the construction phase of the project.

DESCRIPTION OF PROJECT
Williamson County intends to renovate the existing 1st floor shell space located at the Wilco Justice Center, 405 Martin Luther King Dr., Georgetown TX 78626

The renovation will included at a minimum the designing of:

- Design new office space for CSCD (Adult Probation)
- Utilize approximately ½ of 1st. floor shell space at Justice Center
- New office space equates to approximately 2,700 Sq. Ft.
- New Mechanical systems as required

TECHNICAL EXPERTISE
Architect/Engineer or A/E means a person registered as an architect pursuant to Chapter 1051 of the Texas Occupations Code, and/or a person licensed as a professional engineer pursuant to Chapter 1001 of the Texas Occupations Code,

At a minimum the technical areas of services required are: architectural, structural engineering, mechanical engineering and electrical engineering professional services.

SCOPE OF SERVICES REQUESTED
The Scope of Services is anticipated to be divided into the following four phases:

- Programming and Schematic Phase
- Design Phase
- Bidding or Negotiation Phase
- Construction Administration Phase

The phases are further outlined as follows:

Programming and Schematic Phase:
The Programing Phase is scheduled to not exceed two months from the date of execution of the contract.

In coordination with the County's Construction Manager, A/E shall

1. Meet with County staff and other entities/groups involved in the project to determine needs of the building program.
2. Prepare Schematic floor plans for review and approval by county.
3. Outline proposed mechanical, electrical, data and plumbing systems.

Design Phase:

The Design Phase is scheduled to not exceed two months from the date of the County's written approval of the Schematic.

1. Prepare Design Documents, including plans, specifications and estimates, to fix and describe the size and character of the project, including but not limited to architectural, structural, mechanical, electrical, and any specialty systems and materials. Cost estimates shall include, at a minimum, all site work, building construction, equipment and utilities necessary to provide a functional facility.
2. Make presentations to County staff and elected officials.
3. Obtain any necessary approvals from review and permitting authorities (local planning & building department).

Bidding or Negotiation Phase

1. Prepare bid package.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda; review prior approval requests.
6. Make recommendations on Bids/Proposals received.

Construction Administration Phase

A/E shall:

1. Attend pre-construction conferences.
2. Shop drawing and submittal review.
3. Provide site observations/inspections to ensure Contractor is performing in compliance with plans and specifications.
4. Answer Contractor's RFI's to resolve field/design issues.
5. Review Contractor's Applications for Payment and recommend for approval.
6. Provide substantial and final completion inspections and prepare punch lists.
7. Review, approve, and provide a final report of inspections.
8. Provide independent estimates on Proposed Change Orders. Williamson County will negotiate Change Orders with the Contractor and the A/E will provide support.
9. Review "as-built" drawings and edit for accuracy.

Basic Understanding

Selected A/E shall represent Williamson County as their agent in any required approvals processes, presentations, or meetings, and promote Williamson County's best interests. A/E is responsible for submitting and presenting a minimum of one progress package when the design is essentially fifty percent complete. A/E shall assist Construction Manager in obtaining all necessary permits. During construction, A/E will participate in weekly project reviews with Williamson County, as well as perform standard construction administration services.

Proposal Format

Open format is acceptable. Please be succinct and respond to each criteria listed in the Evaluation Criteria section of the RFQ. **Please respond in the order the evaluation criteria is listed in the RFQ.**

At a minimum, the SOQ should contain:

1. An organizational chart listing all firms to be used:
   A. Identify the firms and individuals that will perform tasks.
   B. Identify which tasks they will perform.
   C. List the physical location of each firm.

Notes:
1. 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.
2. For staffing purposes, assume the notice to proceed will be issued in approximately September 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

ADDITIONAL NEEDS FOR THIS PROJECT

Please describe in detail, experience and possible solutions to meet these concerns:

- Acoustical Solutions
- Restricted/ Security Access Solutions

EVALUATION CRITERIA

Each Statement of Qualification (SOQ) received in response to this Request for Qualifications 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.

The evaluation criteria will be scored using the following scale:

1. Project Understanding and Approach (**10 points**)

2. Architect's Experience with Similar Facility Components (**10 points**)

3. Team's Experience/ Qualifications with similar HVAC & Electrical facility components as required in Central Texas (**10 points**)

4. Project Manager Experience/ Qualifications with similar projects (**10 points**)

5.Acoustical Control Solutions (**10 points**)

6.Restricted/ Security Access Solutions (**10 points**)

7.Assurance that the team proposed will be the actual team assigned to work the project (**10 points**)

70 Total Possible Points

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. Interviews will be arranged if necessary. 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, award of 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. Williamson County's required form of Agreement for Architectural and/or Engineering Services may be obtained by going to http://www.bidsync.com or by requesting a copy from the Williamson County Purchasing Department by email at purchase@wilco.org. The only anticipated changes to the Agreement for Architectural and/or 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 Architectural and/or Engineering Services to accommodate corrections, changes in the scope of services, or changes pursuant to addenda issued. **Because the signed Agreement for Architectural and/or Engineering Services will be substantively and substantially derived from the said agreement, all respondents are urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the said Agreement for Architectural and/or Engineering Services *before* submitting a response to this RFQ. Again, the Agreement for Architectural and/or Engineering Services contains important legal provisions and is considered part and parcel of this RFQ. 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 (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;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
(e) Are 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 | Title of Certifying Official

Printed Name of Certifying Official | 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.

SUBSCRIBED and sworn to before me the undersigned authority by

on this the day of , 20 , on behalf of said Firm.

Notary Public in and for the State of Texas

My commission expires:

SIGNATURE AND NOTARY NOT REQUIRED IF COMPLETING IN BIDSYNC ELECTRONICALLY.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1606-090 - Architectural Engineering Design for Justice Center Renovation

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **56.**

Meeting Date: 07/12/2016

Increase Price for Consulting Contract

Submitted For: Max Bricka **Submitted By:** Sydney Richardson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the change order on the Consulting Services Contract with Darrell W. Eichman d/b/a Eichman Software Consultants, to increase the pricing of this contract by $14,500, which may not exceed, activating the Optional Phase IV - Project Management and Implementation Services.

Background

Requested by Nancy Rister, County Clerk; Original Contract amount was $24,500 - to provide consulting services to develop and document technical and functional requirements for a new recording system in order to create an RFP, and assist the Williamson County Clerk in reviewing vendor responses.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order - Eichman

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Sydney Richardson		Started On: 07/05/2016 03:43 PM
Final Approval Date: 07/06/2016		

Exhibit B – Change Request

Change Request # 1

Date: 03/03/16

Description: Project Management and Implementation Services (Tasks Include) Recuring Status Meetings, Kickoff Meeting, Onsite Visit, Analysis & Design, Assist with conversion, App & Configuration Review, Functional Testing, Training Review, Go Live Services, and other tasks as needed.

Amount Not to Exceed: $14,500

To Be Billed: Monthly, at hourly rate of $95.00 per hour

Accepted by Darrell Eichman Darrell Eich Date 03/03/16

Accepted by Williamson County Judge _____ Date _____

Commissioners Court - Regular Session **57.**

Meeting Date: 07/12/2016

Awarding Bid 1604-071 Medical Supplies For Williamson County Jail

Submitted For: Max Bricka **Submitted By:** Thomas Skiles, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding bids received for Medical Supplies for Williamson County Jail, Bid # 1604-071 to the lowest and best bidders as noted on the award recommendation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation

Bid Tab

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	07/06/2016 03:09 PM
Form Started By: Thomas Skiles		Started On: 07/06/2016 01:19 PM
Final Approval Date: 07/06/2016		

WILLIAMSON COUNTY BID TABULATION

MEDICAL SUPPLIES FOR JAIL

CONTRACT PERIOD JULY 7, 2016 THROUGH JULY 6, 2017

IFB 1604-071

RECOMMEND AWARD TO THE FOLLOWING:

VENDOR	LINE #
AGNI	2
BOUND TREE	Primary 3, 5-7, 9-11, 13-14, 18-20, 23, 26, 28, 30 Secondary 8, 12, 15-17, 21, 23-25, 27, 29, 31
NEW DIMENSION	Primary 8, 12, 15-17, 21, 23-25, 27, 29, 31 Secondary 2, 3, 5-7, 9-11, 13-14, 18-20, 23, 26, 28, 30
NO BID AWARDED	4

WILLIAMSON COUNTY BID TABULATION

MEDICAL SUPPLIES FOR JAIL

CONTRACT PERIOD JULY 7, 2016 THROUGH JULY 6, 2017

IFB 1604-071

RECOMMEND AWARD TO THE FOLLOWING:

VENDOR	LINE #
AGNI	2
BOUND TREE	Primary 3, 5-7, 9-11, 13-14, 18-20, 23, 26, 28, 30 Secondary 8, 12, 15-17, 21, 23-25, 27, 29, 31
NEW DIMENSION	Primary 8, 12, 15-17, 21, 23-25, 27, 29, 31 Secondary 2, 3, 5-7, 9-11, 13-14, 18-20, 23, 26, 28, 30
NO BID AWARDED	4

Commissioners Court - Regular Session **58.**

Meeting Date: 07/12/2016

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
f) Project Fiji
g) Leander Medical Center
h) Leander/Reagan TIRZ

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	07/07/2016 10:29 AM
Form Started By: Charlie Crossfield		Started On: 07/07/2016 09:48 AM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **59.**

Meeting Date: 07/12/2016

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 111

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: Inner Loop.

l) Discuss the acquisition of real property for County Facilities.

m) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)

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 for Bill Pickett Trail.

q) Discuss the acquisition of real property: Arterial H

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.

t) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.

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	07/07/2016 10:29 AM
Form Started By: Charlie Crossfield		Started On: 07/07/2016 09:48 AM
Final Approval Date: 07/07/2016		

Commissioners Court - Regular Session **67.**

Meeting Date: 07/12/2016

Hunter SA

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 Hunter Industries, Ltd.'s claims relating to the IH-35 Northbound Frontage Road (Westinghouse Road to SH-29) Project.

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	06/30/2016 03:49 PM
Form Started By: Hal Hawes		Started On: 06/30/2016 03:04 PM
Final Approval Date: 06/30/2016		