# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# DECEMBER 20TH, 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 – 23 )

**5.** Discuss, consider and take appropriate action on approving property tax collections for the month of November 2016 for the Williamson County Tax Assessor/Collector.

**6.** Discuss, consider and take appropriate action on approving property tax refunds over $2,500 for the month of November 2016 for the Williamson County Tax Assessor/Collector.

**7.** Discuss, consider and take appropriate action on approving property tax collections correction for the month of October 2016 for the Williamson County Tax Assessor/Collector.

**8.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**9.** Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Laptop, (1) Power supply, (7) Handheld scanners, (4) Charging Stations, (3) Memory card, (1) Box Cables, (8) Batteries, (2) Mouse pads, (1) VHS recorder, (1) Remote control, (1) Monitor, (1) AC/DC Adapter, (2) Chairs, (1) Keyboard, (1) Mouse, (2) Docking stations, ( see attached lists) pursuant to Tx. Local Gov't Code 263.152.

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

**11.** Receive into the official minutes of the Commissioners Court the Williamson County Community Supervision and Corrections Department (Adult Probation) for FY16 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

**12.** Discuss, consider and take appropriate action to accept a donation from Jerrel D. Crider, Graphic Artist Printmaker.

**13.** Discuss, consider and take appropriate action regarding acceptance of a donation(s) from the First Baptist Church of Georgetown for the use of a meeting room in relation to a Williamson County Road and Bridge meeting relating to State Highway 29 and D. B. Woods Road; and approval of a Facilities Application Form and Agreement pursuant to Tex. Loc. Gov't Code § 81.032.

**14.** Discuss, consider and take appropriate action on reappointing Dale Herrmann to the ESD #5 Jarrell board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**15.** Discuss, consider and take appropriate action on reappointing Charles Ashby to the ESD #5 Jarrell board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**16.** Discuss, consider and take appropriate action on reappointing L.D. Cheatheam to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**17.** Discuss, consider and take appropriate action on reappointing Dave Schumacher to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**18.** Discuss, consider and take appropriate action on reappointing Susie Fontenot to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**19.** Discuss, consider and take appropriate action on reappointing James Daniels to the ESD #7 Florence board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**20.** Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Sherri Wright to the Emergency Service District Number 2 Board, for two year terms to begin on January 1, 2017 and expire on December 31, 2018.

**21.** Discuss, consider, and take appropriate action on approval of the preliminary plat for the JCR&M Addition subdivision - Pct 2

**22.** Discuss, consider, and take appropriate action on approval of the final plat for the Heights at Brushy Creek subdivision - Pct 4

**23.** Discuss, consider and take appropriate action on approval of the final plat for the Parkside at Mayfield Ranch Section 15 subdivision - Pct 3.

## REGULAR AGENDA

**24.** Discuss, consider and take appropriate action on the Promotion/Pinning Ceremony for Mike Knipstein as the new Williamson County EMS Director.

**25.** Hear report and take any appropriate action on Williamson County Conservation Foundation (WCCF) activities, future plans, recognitions and acknowledgements.

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

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

**28.** Discuss, consider and take appropriate action on a Contract Amendment No. 3 for Inner Loop @ WilCo Central Maintenance project for Engineering Services between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.

**29.** Discuss, consider and take appropriate action on approving a Guaranteed Maximum Price Proposal from American Constructors, Inc. for the Williamson County Sheriff's Office Training Facility.

**30.** Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

**31.** Discuss consider and take appropriate action authorizing county judge to execute an economic development agreement with KR Acquisitions, LLC.

**32.** Discuss consider and take appropriate action authorizing county judge to execute a development agreement with Ashby Capital Investments, LLC.

**33.** Discuss, consider and take appropriate action on a Fixed Move Expense Payment for Mustang Storage, LLC

**34.** Discuss, consider and take appropriate action on a Real Estate Contract with Ollie Caroline Anderson Rydell for right of way needed on CR 101. (Parcel 9)

**35.** Discuss, consider and take appropriate action on a Real Estate Contract with Kari Raesz for right of way needed on CR 101. (Parcel 24)

**36.** Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements with Jonah Water Special Utility District for the CR110 South project.

**37.** Discuss, consider and take appropriate action to authorize County Judge to execute an economic development agreement with St. David's Healthcare.

**38.** Discuss, consider and take appropriate action on real estate contract between HoganWyatt, LP and Williamson County for the donation of 9.802 acres of land dedicated to Williamson County for the construction of a public road within the property.

**39.** Discuss, consider and take appropriate action on a Right of Entry Agreement between Williamson County and Trio Development, LLC (Trio) in order to allow Trio to conduct specified tests and studies within limited areas of Williamson County's Berry Springs Park and Preserve tract.

**40.** Discuss, consider and approve renewal of Department of Information Resources Customer Agreement from Verizon Wireless for provision of wireless air services for the Wireless Communications Department.

**41.** Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. William Catholic Church (traffic control presence at 620 Round Rock West)

**42.** Discuss, consider and take appropriate action regarding licensing agreement for PulsePoint between Physio-Control, Inc. and Williamson County.

**43.** Discuss, consider, and take appropriate action on Show Barn operations.

**44.**

Discuss, consider and take appropriate action on reconsidering Item #37 of the July 12, 2016 Regular Session of the Williamson County Commissioners Court, relating to a First Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement; including any necessary action to modify, ratify or amend the terms of the amendment.

**45.** Discuss, consider and take appropriate action accepting the resignation of Max Bricka effective December 29, 2016; and appointing Kerstin Hancock as Interim Williamson County Purchasing Agent to serve in accordance with Section 262.0115 of the Texas Local Government Code.

**46.** Discuss, consider and take appropriate action on proposed revisions to the Williamson County Evaluation Committee Policy per Local Government Code §262.011(o), as originally adopted May 17, 2016.

**47.** Discuss, consider and take appropriate action for the Purchasing Agent to advertise RFQ 1611-128, for qualified engineering and architectural professionals to assist the Parks Department with the design and development of the RV Park at the Expo Center, Phase II.

**48.** Discuss, consider and take appropriate action for the Purchasing Agent to advertise for qualified firms to provide materials, milling, overlay, striping crews and equipment to resurface a portion of University Blvd. from approximately CR 110 to SH130.

**49.** Discuss, consider and take appropriate action to approve the IT Maintenance and Support Agreement with 2FA, per quote from CDW-G for maintenance, new release updates, licenses and support plans in the amount of $15,988.00, under TCPN cooperative contract R160201.

**50.** Discuss, consider and take appropriate action on awarding Granite Trucking, Inc. for the purchase of crushed granite base materials, as the lowest quote received, pursuant to Texas Local Gov't Code Section 262.0225(d) and Section 262.0245.

**51.** Discuss, consider and take appropriate action for the Purchasing Agent to advertise for professional services for the Parks Department to assist with updating the 2008 Williamson County Comprehensive Parks Master Plan under RFQ 1612-132.

**52.** Discuss, consider and take appropriate action on awarding RFQ 1607-104 to Freese & Nichols, for Professional Services for the design and replacement of cross culverts.

**53.** Receive and acknowledge the related Work Authorization #1 for Freese & Nichols to begin design engineering services for the cross culvert design and replacement project under RFQ 1607-104.

**54.** Discuss, consider and take appropriate action on approving the purchase of hardware & software from EST Group for the IT Department, in the amount of $384,669.14, under DIR-SDD-1951 contract.

**55.** Discuss, consider and take appropriate action on approving the purchase of a wheel loader from Cooper Equipment Co., for Road & Bridge Department, in the amount of $183,490.00, under Buy Board # 515-16 contract.

**56.** Discuss, consider, and take appropriate action on approving the purchase of hardware from Presidio, for the IT department, in the amount of $122,781.60, under DIR-TSO-2542 contract.

**57.** Discuss, consider, and take appropriate action on exempting Texas Community Supervision Alternatives LLC (TCSA) from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of Pre-Trail Intervention Supervision & Monitoring Services, and approving a Service Operations Agreement for Supervision Services for the Williamson County Attorney's Office Pre-Trial Intervention Program between Williamson County and Texas Community Supervision Alternatives LLC (TCSA).

**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) Project Fiji
e) Leander Medical Center
f) Project Monkey
g) Kalahari
h) St. David's

**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 Mays St. Extension
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: CR 101
f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.
g) Discuss the acquisition of real property: CR 111
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of real property: landfill properties
j) Discuss the acquisition of real property: Inner Loop.
k) Discuss the acquisition of real property for County Facilities.
l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)
m) Discuss the acquisition of real property on CR 305.
n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
o) Discuss the acquisition of real property: Arterial H
p) Discuss the acquisition of easements on the Forest North project.
q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.
r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.
s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.
u) Discuss the acquisition of real property for CR 258.
v) Discuss the acquisition of real property for Lakeline Blvd.
x) Discuss the acquisition of real property for US 183.

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 possible sale of 183 A excess right of way
c) Discuss proposed sale of real estate of Blue Springs Blvd
d) Discuss proposed sale of excess right of way on CR 107
e) Discuss wastewater easements in Berry Springs Park
f) Discuss Development Agreement with Ashby Capital Investments, 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.
e) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
f) County Road 241 utility and Right-of-Way Issues and matters;
g) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
h) 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
i) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and Payment of Disputed Employment Taxes Pending Appeal
j) 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
k) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
l) Claims of Texas Association for Children and Families
m) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division

n) Legislative changes to firearms laws and possession of firearms on county property
o) 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
p) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
q) Notice of claim and demand of Morgan Lee Roach.
r) Labor and employment law review of Employee Policy Manual provisions and amendments.
s) Berry Springs Park and Preserve pipeline
t) Discuss subrogation claims related to medical claims incurred during the County's contract with Allegiance Benefit Plan Management (TPA).
u) Discuss requirements related to health benefit plan.
v) 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
w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

**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.
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i) 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

j) 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
k) 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
l) Discuss proposed acquisition of property for SW 183 and SH 29 Loop
m) Claims of Texas Association for Children and Families
n) Civil Action; American Stewards of Liberty, *et al.* v. Sally Jewell, *et al.*, In the Western District Court, Western District of Texas, Austin Division
o) 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.
p) 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
q) LCRA's proposed Leander to Round Rock 138k-V Transmission Line Project including but not limited to filing as an intervenor.
r) Notice of claim and demand of Morgan Lee Roach.
s) Berry Springs Park and Preserve pipeline
t) 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).
u) Discuss requirements related to health benefit plan.
v) 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
w) Cause No. 3SC-15-0150, Saturn v. Estate of Billy Maddox et al et al, In The Justice Court, Precinct 3, Williamson County, Texas
x) Suit for declaratory judgment by the County Attorney's Office on behalf of Emergency Services to challenge the Attorney General's ruling in AG Letter Ruling No. OR2016-14927.
y) Civil Action No. 1:16-cv-1023 LY, Brian Carrier v. Lt. McKnight, et al, In The United States District Court For The Western District Of Texas, Austin Division

**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.** 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:** 12/20/2016

Property Tax Collections – November 2016

**Submitted For:** Deborah Hunt

**Submitted By:** Sandra Surratt, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving property tax collections for the month of November 2016 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

110116-113016 GWI-RFM

110116-113016 GWI-RFM Graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Sandra Surratt | | Started On: 12/15/2016 11:59 AM |
| Final Approval Date: 12/15/2016 | | |

# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## November 30, 2016

| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $226,223,062.05 | $682,758.50 | $226,905,820.55 | $9,421,962.64 | $0.00 | ($5.61) | $209,010,527.69 | $17,895,292.86 | 7.89% | 7.89% | 8.00% |
| 2015 & Prior | $2,047,458.40 | ($154,026.07) | $1,893,432.33 | ($14,747.65) | $27,619.52 | $4,427.58 | $1,798,237.89 | $95,194.44 | 5.03% | 7.52% | |
| Rollbacks | $468,099.22 | $211,667.31 | $679,766.53 | $7,409.95 | $0.00 | $0.00 | $559,108.77 | $120,657.76 | 17.75% | 17.75% | |
| Total All | $228,738,619.67 | $740,399.74 | $229,479,019.41 | $9,414,624.94 | $27,619.52 | $4,421.97 | $211,367,874.35 | $18,111,145.06 | 7.89% | 7.91% | |

| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $20,562,004.13 | $63,806.24 | $20,625,810.37 | $856,238.55 | $0.00 | ($0.52) | $18,999,622.99 | $1,626,187.38 | 7.88% | 7.88% | 7.99% |
| 2015 & Prior | $172,606.65 | ($13,580.29) | $159,026.36 | ($1,122.40) | $2,419.28 | $383.62 | $150,318.86 | $8,707.50 | 5.48% | 8.09% | |
| Rollbacks | $37,565.88 | $17,046.38 | $54,612.26 | $580.60 | $0.00 | $0.00 | $44,795.51 | $9,816.75 | 17.98% | 17.98% | |
| Total All | $20,772,176.66 | $67,272.33 | $20,839,448.99 | $855,696.75 | $2,419.28 | $383.10 | $19,194,737.36 | $1,644,711.63 | 7.89% | 7.91% | |

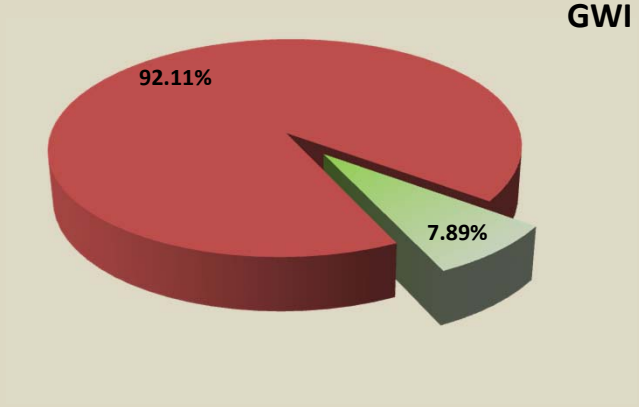
2016 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-16 | $249,510,796.33 | $174,087.04 | $249,684,883.37 | $9,479,071.82 | $21,239.64 | $1,658.11 | $240,204,153.44 | $9,480,729.93 |
| Nov-16 | $249,684,883.37 | $633,585.03 | $250,318,468.40 | $10,270,321.69 | $30,038.80 | $4,805.07 | $230,562,611.71 | $19,755,856.69 |

## Year to Date Collection Report
## October 1, 2016 - November 30, 2016

YTD Collected  YTD Uncollected

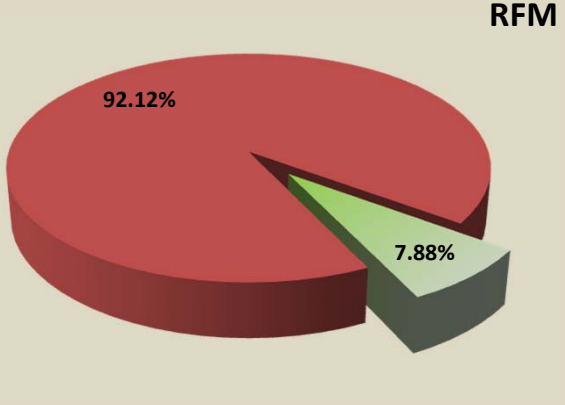
GWI




## Year to Date Collection Report
## October 1, 2016 - November 30, 2016

YTD Collected  YTD Uncollected

RFM




## Percent of Roll Collected Comparison
## November 2012-2016

GWI

## Percent of Roll Collected Comparison
## November 2012-2016

RFM

**Commissioners Court - Regular Session** **6.**

**Meeting Date:** 12/20/2016

Property Tax Refunds – Over 2500 – November 2016

**Submitted For:** Deborah Hunt

**Submitted By:** Sandra Surratt, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving property tax refunds over $2,500 for the month of November 2016 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

110116-113016 Refunds Over 2500

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Sandra Surratt | | Started On: 12/15/2016 12:04 PM |
| Final Approval Date: 12/15/2016 | | |

WILLIAMSON COUNTY
1848

Deborah M Hunt, C T A
Tax Assessor Collector

Date: December 13, 2016

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Property Tax Refunds

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In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of $2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

**WILLIAMSON COUNTY**

Main Office:
**904 S Main St**
**Georgetown, Texas 78626**
**Phone: (512) 943-1601**
**Fax: (512) 943-3578**
www.wilco.org

Annex Locations:
1801 E Old Settlers Blvd, Ste 115
Round Rock, Texas 78664
Phone: (512) **943-1601**
Fax: (512) 244-8645

350 Discovery Blvd, Ste 101
Cedar Park, Texas 78613
Phone: (512) **943-1601**
Fax: (512) 260-4295

412 Vance St, Ste 1
Taylor, Texas 76574
Phone: (512) 352-4140
Fax: (512) 352-4143

# Property Tax
# Account QuickReport
## As of November 30, 2016

| Date | Num | Name | Memo | Amount |
|---|---|---|---|---|
| **Refunds Payable - Taxpayers** | | | | |
| 11/03/2016 | 60012 | KEVIN OR MONICA STOVALL | R497417 - Overpayment | -2,796.53 |
| 11/10/2016 | 60034 | AUSTIN TITLE COMPANY | R459338 - Overpayment | -2,520.82 |
| 11/10/2016 | 60044 | STEVEN FOSTER | R311700 - Overpayment | -2,844.31 |
| 11/10/2016 | 60058 | BERKELEY2 ACADEMY LLC | R074962 - Overpayment | -3,222.07 |
| 11/10/2016 | 60066 | PROMINENT TITLE, LLC | R497877 - Overpayment | -4,064.80 |
| 11/10/2016 | 60067 | RELIANT TITLE AGENCY, LLC | R035124 - Overpayment | -5,007.47 |
| 11/10/2016 | 60074 | MORTGAGE CLEARING CORPORATION | R489476 - Double payment | -11,138.41 |
| Total Refunds Payable - Taxpayers | | | | -31,594.41 |
| **TOTAL** | | | | **-31,594.41** |

**Commissioners Court - Regular Session** **7.**

**Meeting Date:** 12/20/2016

Property Tax Collections – October 2016 Correction

**Submitted For:** Deborah Hunt

**Submitted By:** Sandra Surratt, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on approving property tax collections correction for the month of October 2016 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

100116-103116 GWI-RFM (cor)

100116-103116 GWI-RFM Graph (cor)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Sandra Surratt | | Started On: 12/15/2016 12:16 PM |
| Final Approval Date: 12/15/2016 | | |

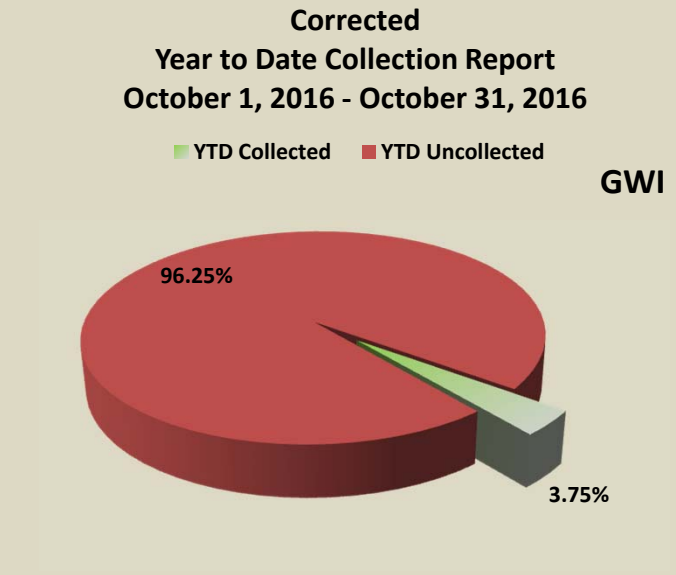
**CORRECTED**
**YEAR TO DATE - COLLECTION REPORT**
**Williamson County - GWI/RFM Property Taxes**
**October 31, 2016**

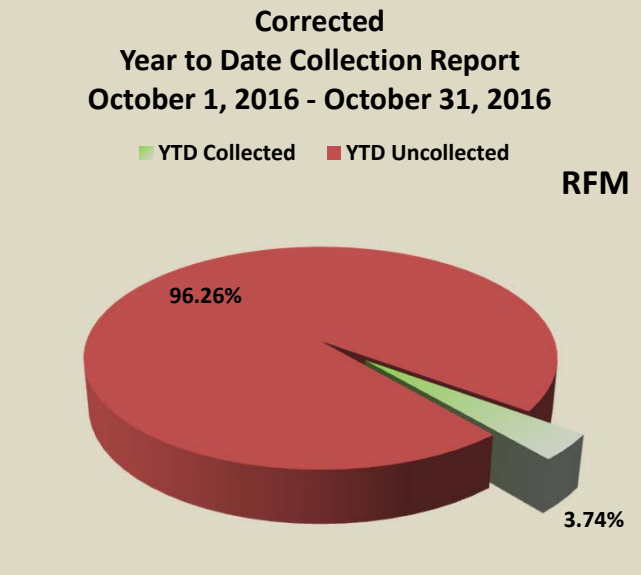
| **Williamson County General Fund** | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $226,223,062.05 | ($3.73) | $226,223,058.32 | $8,473,184.25 | $0.00 | $151.58 | $217,749,722.49 | $8,473,335.83 | 3.75% | 3.75% | 3.85% |
| 2015 & Prior | $2,047,458.40 | ($829.28) | $2,046,629.12 | $104,138.62 | $19,493.95 | $1,375.89 | $1,941,114.61 | $105,514.51 | 5.16% | 6.11% | |
| Rollbacks | $468,099.22 | $162,181.52 | $630,280.74 | $113,247.81 | $0.00 | $0.00 | $517,032.93 | $113,247.81 | 17.97% | 17.97% | |
| Total All | $228,738,619.67 | $161,348.51 | $228,899,968.18 | $8,690,570.68 | $19,493.95 | $1,527.47 | $220,207,870.03 | $8,692,098.15 | 3.80% | 3.81% | |

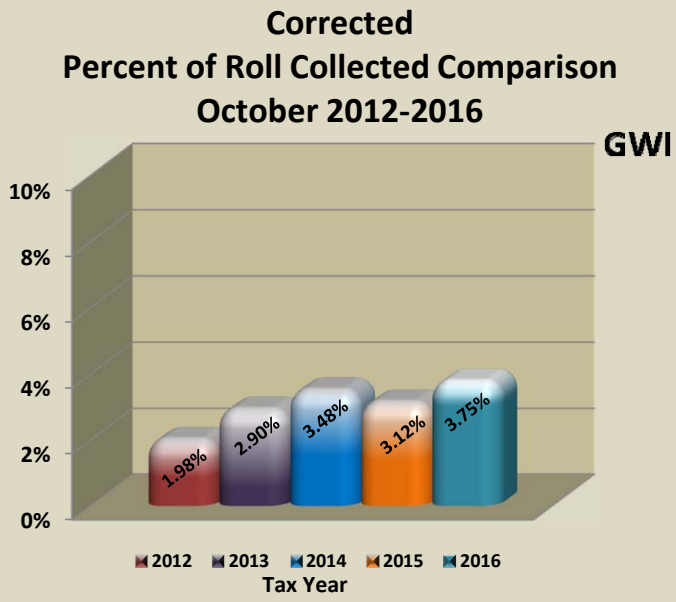
| **Williamson County RFM** | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $20,562,004.13 | ($59.58) | $20,561,944.55 | $769,935.60 | $0.00 | $13.75 | $19,791,995.20 | $769,949.35 | 3.74% | 3.74% | 3.84% |
| 2015 & Prior | $172,606.65 | ($54.84) | $172,551.81 | $9,329.39 | $1,745.69 | $116.89 | $163,105.53 | $9,446.28 | 5.47% | 6.49% | |
| Rollbacks | $37,565.88 | $12,852.95 | $50,418.83 | $9,236.15 | $0.00 | $0.00 | $41,182.68 | $9,236.15 | 18.32% | 18.32% | |
| Total All | $20,772,176.66 | $12,738.53 | $20,784,915.19 | $788,501.14 | $1,745.69 | $130.64 | $19,996,283.41 | $788,631.78 | 3.79% | 3.80% | |

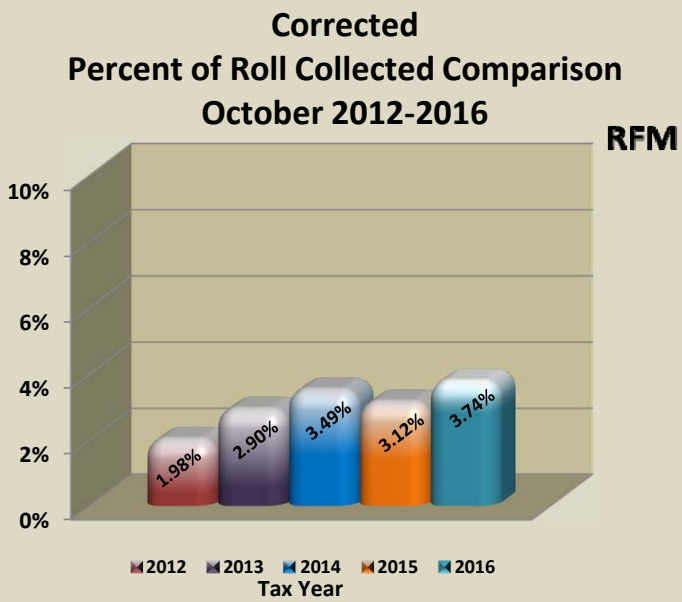
2016 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Oct-16 | $249,510,796.33 | $174,087.04 | $249,684,883.37 | $9,479,071.82 | $21,239.64 | $1,658.11 | $240,204,153.44 | $9,480,729.93 |


Corrected
Year to Date Collection Report
October 1, 2016 - October 31, 2016
YTD Collected
YTD Uncollected
GWI
96.25%
3.75%


Corrected
Year to Date Collection Report
October 1, 2016 - October 31, 2016
YTD Collected
YTD Uncollected
RFM
96.26%
3.74%


Corrected
Percent of Roll Collected Comparison
October 2012-2016
GWI
10%
8%
6%
4%
2%
0%
1.98%
2.90%
3.48%
3.12%
3.75%
2012
2013
2014
2015
2016
Tax Year


Corrected
Percent of Roll Collected Comparison
October 2012-2016
RFM
10%
8%
6%
4%
2%
0%
1.98%
2.90%
3.49%
3.12%
3.74%
2012
2013
2014
2015
2016
Tax Year

**Commissioners Court - Regular Session** **8.**

**Meeting Date:** 12/20/2016

Justice of the Peace 4 NOVEMBER 2016 Monthly Report

**Submitted By:** Veronica Bolander, J.P. Pct. #4

**Department:** J.P. Pct. #4

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, November 2016 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

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**Fiscal Impact**

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

**Attachments**

JP4 EOM NOV 2016

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Veronica Bolander | | Started On: 12/15/2016 10:02 AM |
| Final Approval Date: 12/15/2016 | | |

**IN COMPLIANCE WITH ARTICLE 103**
**CODE OF CRIMINAL PROCEDURE**

**THE STATE OF TEXAS**
**COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared Judy Schier Hobbs, Justice of the Peace, Precinct 4, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November, 2016.**

**JUDY SCHIER HOBBS**
**JUSTICE OF THE PEACE**
**PRECINCT FOUR**

7th **day of** December, 2016 **to certify which witness my hand and seal of office.**

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

JESSICA SCHMIDT
My Notary ID # 5436361
Expires October 3, 2020

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 11/01/2016-11/30/2016**

**Date Printed:** 12/6/2016
**Time Printed:** 4:49:13PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ABSTRACT | ABSTRACT OF JUDGMENT | 3 | 15.00 | 15.00 | 5.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COPIES | COPIES | 2 | 10.75 | 10.75 | 0.00 | 0.00 | 0.00 | 0.00 | 10.75 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCERT | DEATH CERTIFICATE COPIES | 3 | 60.00 | 60.00 | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 68 | 1,700.00 | 1,700.00 | 250.00 | 1,000.00 | 0.00 | 0.00 | 450.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 137 | 810.00 | 810.00 | 72.00 | 624.00 | 0.00 | 0.00 | 114.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SER | 107 | 7,490.00 | 7,490.00 | 1,050.00 | 4,480.00 | 0.00 | 0.00 | 1,960.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 5 | 125.00 | 125.00 | 50.00 | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 11 | 55.00 | 55.00 | 10.00 | 30.00 | 0.00 | 0.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 11 | 1,650.00 | 1,650.00 | 300.00 | 900.00 | 0.00 | 0.00 | 450.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AUTOPSY | COPIES OF AUTOPSIES | 2 | 10.00 | 10.00 | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CERTCOPIE | CERTIFIED COPIES | 7 | 15.00 | 15.00 | 3.00 | 0.00 | 0.00 | 0.00 | 12.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCOPIES | DEATH CERTIFICATE COI | 3 | 51.00 | 51.00 | 0.00 | 51.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 63 | 1,525.00 | 1,525.00 | 0.00 | 1,525.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 137 | 1,350.00 | 1,350.00 | 120.00 | 1,040.00 | 0.00 | 0.00 | 190.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| OCC LICENSE | OCCUPATIONAL LICENSE | 1 | 25.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| TCF | TRUANT CONDUCT FEE | 2 | 100.00 | 100.00 | 50.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 01-0369-0000-34191 |
| TRUANCY CO | TRUANCY CONTEMPT FI | 8 | 800.00 | 800.00 | 500.00 | 0.00 | 0.00 | 0.00 | 300.00 | 0.00 | 0.00 | 0.00 | 0100-0000-351304 |
| VSPF | VITAL STATISTICS PRESE | 3 | 20.00 | 20.00 | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 01-0385-0000-34140 |

| TOTALS SUMMARY | 573 | 15,811.75 | 15,811.75 | 2,415.00 | 9,815.00 | 0.00 | 0.00 | 3,581.75 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | | |
| **Cash** | $2,415.00 | | | **CSR Credit** | $0.00 | **Post for Refund** | $0.00 |
| **Checks** | $9,815.00 | | | **Jail Credit** | $0.00 | **Over Payments** | $0.00 |
| **Money Orders** | $0.00 | | | | | | |
| **Credit Cards :** | $3,581.75 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** | $0.00 |

| TOTAL CURRENCY | $15,811.75 | ESCROW PAID | $0.00 | TRAN. FEES | $0.00 | TOTAL | $0.00 | TOTAL PAID | $0.00 |
|---|---|---|---|---|---|---|---|---|---|

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 11/01/2016-11/30/2016**

**Date Printed:** 12/6/2016
**Time Printed:** 4:49:13PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-341804 | | 1,549.00 | 492.75 | 0.00 | 0.00 | 0.00 | 2,041.75 |
| 0100-0000-341904 | | 6,730.00 | 2,410.00 | 0.00 | 0.00 | 0.00 | 9,140.00 |
| 0100-0000-351304 | | 500.00 | 300.00 | 0.00 | 0.00 | 0.00 | 800.00 |
| 0100.0000.341804 | | 1,525.00 | 25.00 | 0.00 | 0.00 | 0.00 | 1,550.00 |
| 0399-0000-208822 | | 696.00 | 114.00 | 0.00 | 0.00 | 0.00 | 810.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 1,160.00 | 190.00 | 0.00 | 0.00 | 0.00 | 1,350.00 |
| 01-0369-0000-341917 | TRUANT CONDUCT FEE | 50.00 | 50.00 | 0.00 | 0.00 | 0.00 | 100.00 |
| 01-0385-0000-341402 | VITAL STATISTICS PRESERVATION | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.00 |
| **TOTALS :** | | 12,230.00 | 3,581.75 | 0.00 | 0.00 | 0.00 | 15,811.75 |

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: Summary Section**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 11/01/2016-11/30/2016**

**Date Printed:** 12/6/2016
**Time Printed:** 4:51:24PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFC4 | CONTABLE ARREST FEE PCT | 1 | 2.10 | 2.10 | 0.00 | 0.00 | 2.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| AFCAF | COUNTY ARREST FEE | 109 | 491.95 | 491.95 | 106.07 | 0.00 | 103.85 | 0.00 | 282.03 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 122 | 542.95 | 542.95 | 118.48 | 0.00 | 67.50 | 0.00 | 356.97 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 3 | 15.00 | 15.00 | 5.00 | 0.00 | 0.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CS | CHILD SAFETY | 8 | 98.49 | 98.49 | 71.44 | 0.00 | 0.00 | 0.00 | 27.05 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CVC | CRIME VICTIMS FUND | 1 | 15.00 | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208300 |
| DIS | DISMISSAL FEE | 17 | 170.00 | 170.00 | 80.00 | 0.00 | 20.00 | 0.00 | 70.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 16 | 1,510.36 | 1,510.36 | 145.28 | 0.00 | 486.05 | 0.00 | 879.03 | 0.00 | 0.00 | 0.00 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 52 | 514.80 | 514.80 | 108.90 | 0.00 | 227.70 | 0.00 | 178.20 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FINE | FINE | 395 | 38,845.52 | 38,595.52 | 7,995.15 | 0.00 | 4,617.84 | 0.00 | 25,982.53 | 250.00 | 0.00 | 0.00 | 0100-0000-351304 |
| PWF | PARKS AND WILDLIFE FINE | 2 | 850.00 | 850.00 | 0.00 | 0.00 | 0.00 | 0.00 | 850.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 169 | 454.88 | 454.88 | 85.81 | 0.00 | 89.10 | 0.00 | 279.97 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

***** The Following Fees Do Not Match Any Of The Column Definitions, Therefore Are Included In The "All Other" Column*****

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB2398 | CC | JAIL TIME | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFCI. | CONTABLE ARREST FEE | 1 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| AFHPD | HUTTO POLICE DEPARTM | 1 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFTHD | THRALL POLICE DEPART | 2 | 10.00 | 10.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| C1W. | CONSTABLE 1 WARRANT | 1 | 50.00 | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 3 | 79.00 | 58.41 | 0.00 | 0.00 | 0.00 | 0.00 | 58.41 | 20.59 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 30 | 1,139.20 | 1,139.20 | 50.00 | 0.00 | 307.14 | 0.00 | 782.06 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 276 | 9,430.99 | 9,423.41 | 2,149.96 | 0.00 | 1,550.30 | 0.00 | 5,723.15 | 7.58 | 0.00 | 0.00 | 0399-0000-208160 |
| CHS | COURTHOUSE SECURITY | 276 | 708.81 | 708.24 | 162.85 | 0.00 | 116.24 | 0.00 | 429.15 | 0.57 | 0.00 | 0.00 | 0360-0000-341150 |
| CHS2A | COURTHOUSE SECURITY | 274 | 234.84 | 234.65 | 53.27 | 0.00 | 38.33 | 0.00 | 143.05 | 0.19 | 0.00 | 0.00 | 0361-0000-341154 |
| COM | COMMITMENT | 23 | 75.49 | 72.49 | 20.55 | 0.00 | 22.60 | 0.00 | 29.34 | 3.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COPIES | COPIES | 1 | 3.00 | 3.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CWF | WILLIAMSON COUNTY W | 7 | 171.84 | 171.84 | 39.98 | 0.00 | 21.00 | 0.00 | 110.86 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FA | FUGITIVE APPREHENSIOI | 1 | 5.00 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208170 |
| HWF | HUTTO POLICE DEPARTM | 2 | 13.22 | 3.83 | 0.00 | 0.00 | 0.00 | 0.00 | 3.83 | 9.39 | 0.00 | 0.00 | 0100-0000-341804 |
| IDF | INDIGENT DEFENSE FEE | 273 | 467.68 | 467.30 | 106.55 | 0.00 | 74.65 | 0.00 | 286.10 | 0.38 | 0.00 | 0.00 | 0399.0000.208703 |
| JCD | JUVENILE CRIME & DELI | 1 | 0.25 | 0.25 | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208180 |
| JCM | JUVENILE CASE MANAGI | 264 | 1,143.40 | 1,143.40 | 262.97 | 0.00 | 172.78 | 0.00 | 707.65 | 0.00 | 0.00 | 0.00 | 0103690000370000 |
| JCP | JUDICIAL COURT PERSOI | 1 | 1.00 | 1.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208500 |
| JCTF | JUSTICE COURT TECHNO | 275 | 941.04 | 940.28 | 213.12 | 0.00 | 154.98 | 0.00 | 572.18 | 0.76 | 0.00 | 0.00 | 0372-0000-341144 |
| JRF | STATE JURY REIMBURSE | 274 | 939.36 | 938.60 | 213.12 | 0.00 | 153.30 | 0.00 | 572.18 | 0.76 | 0.00 | 0.00 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 274 | 1,407.06 | 1,405.92 | 319.69 | 0.00 | 227.95 | 0.00 | 858.28 | 1.14 | 0.00 | 0.00 | 0399-0000-208352 |
| JURY | JURY FEE | 1 | 3.00 | 3.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| MISC REV | MISCELLANIOUS REVENI | 2 | 8.27 | 8.27 | 0.00 | 0.00 | 8.00 | 0.00 | 0.27 | 0.00 | 0.00 | 0.00 | 0100-0000-370500 |
| MV | STATE CIVIL JUSTICE DA | 180 | 16.46 | 16.46 | 3.76 | 0.00 | 3.13 | 0.00 | 9.57 | 0.00 | 0.00 | 0.00 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 5 | 674.00 | 674.00 | 0.00 | 0.00 | 376.00 | 0.00 | 298.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| REL | RELEASE | 23 | 75.49 | 72.49 | 20.55 | 0.00 | 22.60 | 0.00 | 29.34 | 3.00 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 5 | 228.71 | 228.71 | 35.00 | 0.00 | 100.00 | 0.00 | 93.71 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 37 | 8,449.93 | 8,449.93 | 800.00 | 0.00 | 0.00 | 0.00 | 7,649.93 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 169 | 4,548.61 | 4,548.61 | 857.99 | 0.00 | 891.00 | 0.00 | 2,799.62 | 0.00 | 0.00 | 0.00 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 4 | 17.10 | 17.10 | 10.00 | 0.00 | 2.10 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 43 | 166.79 | 166.79 | 59.64 | 0.00 | 3.85 | 0.00 | 103.30 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| TP | TIME PAYMENT | 68 | 1,206.04 | 1,195.74 | 329.65 | 0.00 | 214.64 | 0.00 | 651.45 | 10.30 | 0.00 | 0.00 | 0399-0000-208860 |
| TPDF | TRUANCY PREVENTION , | 242 | 428.76 | 428.76 | 103.17 | 0.00 | 66.54 | 0.00 | 259.05 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20803 |
| TWFIN | TOLLWAY ADMINISTRAT | 16 | 906.61 | 864.27 | 0.00 | 0.00 | 199.16 | 0.00 | 665.11 | 42.34 | 0.00 | 0.00 | 0100-0000-207027 |

Detailed report has been sent to Auditor's Office.

| TOTALS SUMMARY | 3950 | 77,072.00 | 76,722.00 | 14,567.20 | 3.00 | 10,390.43 | 0.00 | 51,761.37 | $350.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $14,567.20 | | | **CSR Credit** | $0.00 | **Post for Refund** $0.00 |
| **Checks** | $3.00 | | | **Jail Credit** | $350.00 | **Over Payments** $0.00 |
| **Money Orders** | $10,390.43 | | | | | |
| **Credit Cards :** | $51,761.37 | **Escrow Payments** | $0.00 | **Non-Monetary** | $0.00 | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **TOTAL CURRENCY** | $76,722.00 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** | $350.00 | **TOTAL PAID** | $0.00 |

Detailed report has been sent to Auditor's Office.

211 W. 6th St.
P.O. Box 588
Taylor, Texas 76574

**Payment Register: GL Code Recap**
**Williamson County Justice of the Peace, Pct. 4**
**By Date 11/01/2016-11/30/2016**

**Date Printed:** 12/6/2016
**Time Printed:** 4:51:24PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERSDIRECT DEPOSIT | | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-209600 | | 0.00 | 850.00 | 0.00 | 0.00 | 0.00 | 850.00 |
| 0100-0000-341804 | | 1,996.15 | 8,754.26 | 15.39 | 0.00 | 0.00 | 10,765.80 |
| 0100-0000-341911 | | 50.00 | 5.00 | 0.00 | 0.00 | 0.00 | 55.00 |
| 0100-0000-341913 | | 0.00 | 58.41 | 20.59 | 0.00 | 0.00 | 79.00 |
| 0100-0000-341914 | | 434.83 | 890.36 | 0.00 | 0.00 | 0.00 | 1,325.19 |
| 0100-0000-351304 | | 12,612.99 | 25,982.53 | 250.00 | 0.00 | 0.00 | 38,845.52 |
| 0100-0000-370500 | | 8.00 | 0.27 | 0.00 | 0.00 | 0.00 | 8.27 |
| 0360-0000-341150 | | 279.09 | 429.15 | 0.57 | 0.00 | 0.00 | 708.81 |
| 0361-0000-341154 | | 91.60 | 143.05 | 0.19 | 0.00 | 0.00 | 234.84 |
| 0372-0000-341144 | | 368.10 | 572.18 | 0.76 | 0.00 | 0.00 | 941.04 |
| 0399-0000-208160 | | 3,700.26 | 5,723.15 | 7.58 | 0.00 | 0.00 | 9,430.99 |
| 0399-0000-208170 | | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 |
| 0399-0000-208180 | | 0.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.25 |
| 0399-0000-208235 | | 366.42 | 572.18 | 0.76 | 0.00 | 0.00 | 939.36 |
| 0399-0000-208300 | | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 15.00 |
| 0399-0000-208352 | | 547.64 | 858.28 | 1.14 | 0.00 | 0.00 | 1,407.06 |
| 0399-0000-208400 | | 190.98 | 366.97 | 0.00 | 0.00 | 0.00 | 557.95 |
| 0399-0000-208425 | | 1,748.99 | 2,799.62 | 0.00 | 0.00 | 0.00 | 4,548.61 |
| 0399-0000-208500 | | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| 0399-0000-208850 | | 376.00 | 298.00 | 0.00 | 0.00 | 0.00 | 674.00 |
| 0399-0000-208860 | | 544.29 | 651.45 | 10.30 | 0.00 | 0.00 | 1,206.04 |
| 0399.0000.208703 | | 181.20 | 286.10 | 0.38 | 0.00 | 0.00 | 467.68 |
| 0399-0000-208415 | | 6.89 | 9.57 | 0.00 | 0.00 | 0.00 | 16.46 |
| 0100-0000-207027 | | 199.16 | 665.11 | 42.34 | 0.00 | 0.00 | 906.61 |
| 01.0100.0000.207017 | DLQ FEE | 631.33 | 879.03 | 0.00 | 0.00 | 0.00 | 1,510.36 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 435.75 | 707.65 | 0.00 | 0.00 | 0.00 | 1,143.40 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 169.71 | 259.05 | 0.00 | 0.00 | 0.00 | 428.76 |
| **TOTALS :** | | 24,960.63 | 51,761.37 | 350.00 | 0.00 | 0.00 | 77,072.00 |

Detailed report has been sent to Auditor's Office.

**Commissioners Court - Regular Session** **9.**

**Meeting Date:** 12/20/2016

Asset Transfer

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (1) Laptop, (1) Power supply, (7) Handheld scanners, (4) Charging Stations, (3) Memory card, (1) Box Cables, (8) Batteries, (2) Mouse pads, (1) VHS recorder, (1) Remote control, (1) Monitor, (1) AC/DC Adapter, (2) Chairs, (1) Keyboard, (1) Mouse, (2) Docking stations, ( see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**Background**

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**Fiscal Impact**

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

**Attachments**

Asset Transfer

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 09:09 AM |
| Form Started By: Jayme Jasso | | Started On: 12/15/2016 08:31 AM |
| Final Approval Date: 12/15/2016 | | |

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

- ○ TRANSFER between 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 | Dell Latitude E5400 Laptop | BZYTNJ1 | | working |
| 1 | Intermec Technologies Power Supply P/N 851-064-316 | S/N 04661400954 | | working |
| 3 | Intermec Technologies Handheld Barcode Scanners CK3 | | | working |
| 1 | Intermec Technologies Charging Station P/N 871-229-101 | S/N 10461400391 | | working |
| 1 | Gang Burner (Memory Card Duplicator) M 6600 | S/N 221503 S/N 221505 S/N 221504 S/N 221506 | | not working |

continued on next page

Parties involved:

FROM (Transferor Department): Elections

Transferor - Elected Official/Department Head/ Authorized Staff:

Kay Eastes
Print Name

Kay Eastes 12/6/16
Signature Date

Contact Person:

Kay Smith
Print Name

512-943-1156
Phone Number

CJD

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

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

# Forward to County Auditor's Office

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

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

## Asset List (continued)

| Quantity | Description (year, make model, etc.) | Manufacturer ID (S/N, service tag, or VIN) | County Tag # | Condition of Asset |
|---|---|---|---|---|
| 4 | Symbol Handheld Scanners Model SPT1800-TRG80400 | SN SA00430 75C<br>SN SA00430 7AK | | working<br>" |
| | | SN SA00430 75A<br>SN SA00430 74Y | | "<br>" |
| 3 | Charging Stations for Handheld Scanners CRD1800-1000S | SN SJG 5013765<br>SN S99A704131 | | "<br>" |
| 4 | Interface Cables for Charging Stations | SN SJG 5012876 | | "<br>" |
| 2 | Power bricks / AC cords for Charging Stations | SN 065105202<br>SN 065106417 | | "<br>" |
| 8 | Symbol 3.7 volt batteries for Handheld Scanners Model 1UF103450P-053 | part # 21-58236-01 | | " |
| | | | | |
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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 | Mouse pad | | | Working |
| 1 | Emerson VHS Recorder Model EWV404 | SN U36452112 | | Non-Working |
| 1 | Printer Cable | P/N 42.87213G001-A | | Non-Working |
| 1 | Magnavox Remote Control | | 129370 | Non-Working |
| 1 | Dell Monitor Model # 1708FPt | DGO 141167 | | Working |

**Parties involved:**

**FROM** (Transferor Department): Commissioner PCT 4

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Julia Cooper
Print Name

Julia Cooper 12-5-16
Signature Date

**Contact Person:**

Julia Cooper
Print Name

+1 (512) 846-1190
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:**

Tony Hill
Print Name

+1 (512) 943-3314
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 _____

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 | Dell AC/DC Adapter Model # DA130PE1-00 | CN-OJU012-48661-01V-5W1N-A03 | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |
| | | | | Working |

**Parties involved:**

**FROM** (Transferor Department): PCT 4 (Commissioner)

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Julia Cooper
Print Name

Julia Cooper 12-5-16
Signature Date

**Contact Person:**

Julia Cooper
Print Name

+1 (512) 846-1190
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:**

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

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# 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 | Office Chair | | A108397 | Working |
| 1 | Office Chair | CPAAMC 2092SR 69T HON Company | | Working |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Commissioner PCT 4

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Julia Cooper
Print Name

Julia Cooper 12-5-16
Signature Date

**Contact Person:**

Julia Cooper
Print Name

+1 (512) 846-1190
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:**

Tony Hill
Print Name

+1 (512) 943-3314
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 _____

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 | Dell Keyboard | CN-ODJ331-71616-721-160L REV-A01 | | Working |
| 1 | Dell Mouse | SN 63753614 | | Working |
| 1 | Dell Docking Station Model # PD01X | CN-DO26-48643-738-0481 | | Non-Working |
| 1 | Fellows Mouse Pad w/Wrist Pad | | | Working |
| 1 | Dell Docking Station | CN-OPW395-73901-023-0332-AO1 | | Working |

**Parties involved:**

**FROM** (Transferor Department): Commissioner PCT 4

**Transferor - Elected Official/Department Head/ Authorized Staff:**

Julia Cooper
Print Name

Julia Cooper 12-5-16
Signature Date

**Contact Person:**

Julia Cooper
Print Name

+1 (512) 846-1190
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:**

Tony Hill
Print Name

+1 (512) 943-3314
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** **10.**

**Meeting Date:** 12/20/2016

Compensation Items

**Submitted By:** Tara Raymore, Human Resources

**Department:** Human Resources

**Agenda Category:** Consent

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**Information**

**Agenda Item**

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

**Background**

See attached documents for details

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**Fiscal Impact**

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

**Attachments**

LIT

Comp Items

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget Office | Ashlie Koenig | 12/15/2016 12:04 PM |
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:19 PM |
| Form Started By: Tara Raymore | | Started On: 12/14/2016 12:59 PM |
| Final Approval Date: 12/15/2016 | | |

| FROM / TO | ACCOUNT | DESCRIPTION | AMOUNT |
|---|---|---|---|
| **From** | **01-0100-8001-001130** | **County Judge/Merit** | **$ 1,954.67** |
| **From** | **01-0100-8001-002010** | **County Judge/FICA** | **$ 149.53** |
| **From** | **01-0100-8001-002020** | **County Judge/Retirement** | **$ 261.34** |
| To | 01-0100-0400-001100 | County Judge/Salaries | $ 1,954.67 |
| To | 01-0100-0400-002010 | County Judge/FICA | $ 149.53 |
| To | 01-0100-0400-002020 | County Judge/Retirement | $ 261.34 |

| Department | PCN | EE ID | Budget Amount | Requested* | Increase Amount | % Increase | Reason for Change | Salaries From | Earliest Oracle Effective Date Date |
|---|---|---|---|---|---|---|---|---|---|
| Animal Services | 1765 | Vacant | $ 24,169.60 | $ 25,022.40 | $852.80 | 3.53% | Increase vacant position salary | Unallocated 001100 | 12/16/2016 |
| Road and Bridge | 1518 | Vacant | $ 34,125.00 | $ 62,321.74 | $28,196.74 | 45.24% | Title and Grade Change: Operator I B.17 to Electronic Document Control Specialist II B.26 | Unallocated 001100 | 12/30/2016 |
| Fleet Services | 916 | Vacant | $ 49,464.00 | $ 45,894.47 | N/A | N/A | Title and Grade Change: Asst. Fleet Director B.23 to Electronic Document Control Specialist II B.26 | Unallocated 001100 | 12/30/2016 |
| Road and Bridge | 1498 | Vacant | $ 120,323.06 | No change | N/A | N/A | Title change from Director R&B Div to Sr. Engineer I | Unallocated 001100 | 12/30/2016 |
| County Court at Law 3 | 0705 | 12335 | $ 59,368.14 | $ 61,742.98 | $2,374.84 | 4.00% | Merit | Unallocated 001100 | 12/30/2016 |
| Magistrates Office | 0185 | 04424 | $ 91,908.96 | $ 96,504.46 | 4,595.50 | 5.00% | Merit | Unallocated 001100 | 12/30/2016 |
| County Attorney | 0036 | Vacant | $ 72,142.20 | N/A | N/A | N/A | Title and Grade Change: Criminal Prosecutor II B.32 to 1st Chair Prosecutor B.35 | Unallocated 001100 | 1/3/2016 |

***Minor variations may occur due to Oracle rounding**

**Commissioners Court - Regular Session** **11.**

**Meeting Date:** 12/20/2016

FY16 Statement of Financial Position for Adult Probation

**Submitted For:** Melissa Ramos **Submitted By:** Melissa Ramos, Adult Probation

**Department:** Adult Probation

**Agenda Category:** Consent

## Information

### Agenda Item

Receive into the official minutes of the Commissioners Court the Williamson County Community Supervision and Corrections Department (Adult Probation) for FY16 Statement of Financial Position pursuant to the Texas Local Government Code §140.004.

### Background

Pursuant to Section 140.004 of the Texas Local Government Code, the Williamson County Community Supervision and Corrections Department (Adult Probation) is required to file with the Commissioners Court of Williamson County the Statement of Financial Position for the previous fiscal year. Filed with the Court is the Community Supervision and Corrections Department (Adult Probation) Statement of Financial Position for FY16.

## Fiscal Impact

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

## Attachments

FY16 Financial Statement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/13/2016 10:51 AM |
| Form Started By: Melissa Ramos | | Started On: 12/06/2016 02:38 PM |
| Final Approval Date: 12/13/2016 | | |

**Texas Department of Criminal Justice - Community Justice Assistance Division**
**Williamson County Community Supervision & Corrections Department**

**STATEMENT OF FINANCIAL POSITION**
**August 31, 2016**

## ASSETS

| | | |
|---|---|---|
| **CASH** | | |
| Reconciled Bank Balance @ 8/31/16 | $416,224.97 | |
| Petty Cash | $400.00 | |
| Change Drawer | $200.00 | |
| Time Deposits | $859,608.78 | |
| **ACCOUNTS RECEIVABLE** | | |
| Supervision Fees | $0.00 | |
| Due From CJAD | $2,492.00 | |
| Other | $78,072.14 | |
| **PREPAID EXPENSES** | | |
| Prepaid Expenses | $0.00 | |
| **TOTAL ASSETS** | | **$1,356,997.89** |

## LIABILITIES

| | | |
|---|---|---|
| **ACCOUNTS PAYABLE** | | |
| Basic Supervision-Operations | $146,124.65 | |
| Community Corrections Program-Operations | $14,747.51 | |
| Diversion Target Programs--Residential | $95,525.72 | |
| Diversion Target Programs--Non-Residential | $4,437.23 | |
| TAIP | $7,499.37 | |
| **DUE TO TDCJ-CJAD** | | |
| Basic Supervision | $0.00 | |
| Community Corrections Programs | $0.00 | |
| Diversion Target Programs--Residential | $0.00 | |
| Diversion Target Programs--Non-Residential | $0.00 | |
| TAIP | $0.00 | |
| **TOTAL LIABILITIES** | | **$268,334.48** |

## FUND BALANCES

| | | |
|---|---|---|
| Basic Supervision @ 8/31/16 | $1,018,341.69 | |
| Community Corrections Program @ 8/31/16 | $53,341.26 | |
| Diversion Target Program @ 8/31/16 | $7,234.76 | |
| TAIP @ 8/31/16 | $9,745.70 | |
| **TOTAL FUND BALANCES** | | **$1,088,663.41** |
| **TOTAL FUND BALANCES AND LIABILITIES** | | **$1,356,997.89** |

Director/Grant Recipient
Steve Morrison, Director CSCD Williamson County

11-22-16
Date

Fiscal Officer
David U. Flores, County Auditor

11-22-2016
Date

**Commissioners Court - Regular Session** **12.**

**Meeting Date:** 12/20/2016

Framed print donation from Jerrel D. Crider

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action to accept a donation from Jerrel D. Crider, Graphic Artist Printmaker.

**Background**

Mr. Crider would like to donate to the Sheriff's Office a framed print depicting the confrontation between Sam Bass and A.W. Grimes. Print will be available for viewing at the Dec. 20th Commissioners Court meeting.

---

**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 | 12/08/2016 11:20 AM |
| Form Started By: Starla Hall | | Started On: 12/08/2016 10:38 AM |
| Final Approval Date: 12/08/2016 | | |

**Commissioners Court - Regular Session** **13.**

**Meeting Date:** 12/20/2016

1st bap ag

**Submitted For:** Dan Gattis **Submitted By:** Hal Hawes, County Judge

**Department:** County Judge

**Agenda Category:** Consent

## Information

**Agenda Item**

Discuss, consider and take appropriate action regarding acceptance of a donation(s) from the First Baptist Church of Georgetown for the use of a meeting room in relation to a Williamson County Road and Bridge meeting relating to State Highway 29 and D. B. Woods Road; and approval of a Facilities Application Form and Agreement pursuant to Tex. Loc. Gov't Code § 81.032.

**Background**

## Fiscal Impact

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

## Attachments

FBC Form and Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Hal Hawes | | Started On: 12/14/2016 09:55 AM |
| Final Approval Date: 12/14/2016 | | |

# FACILITIES APPLICATION FORM AND AGREEMENT

**The undersigned, on behalf of the applicant, applies for permission to use the facilities of First Baptist Church Georgetown (the "Church"). As a condition of approval, the undersigned represents that the information provided is true and accurate.**

| |
|---|
| Approved_____ |
| Worship Center_____ |
| Collide Rm _____ |
| Calendared_____ |
| Service U#_____ |

**Date Filled Out:** Dec. 12, 2016

**Name of Event:** DB Wood eSH 29

Beginning Date: Jan. 26 Ending Date: Jan. 26

Day of Week: S M T W (T) F S

Reoccurs: ___ Weekly

___ Monthly 1st 2nd 3rd 4th Last

Beginning Time: 5:30 Ending Time: 8:30

Actual Event Time if different from above times: _____

Organization: Williamson County

Person Submitting Request: Commissioner Valerie Covey

Phone Number: 512-943-3370

Email Address: comm3@wilco.org

If this is not a church-related event, please describe the organization hosting the event:

Williamson County is a governmental entity.

**At Church:**

Room(s) Requested: E2.109/111

(See back page for Collide room requirements. **Please note: the set and stage décor in the Collide Room CANNOT be moved)**

Number Expected: 50

Child Care Needed? Yes (No)

(If yes, please call Children's Ministry for child care guidelines.)

Sound System Needed? Yes No

(Sound tech cost is $25 per hour after normal business hours).

Equipment needed or special instructions:

**Away From Church:**

Location: _____

Phone Number: _____

Van Needed? Yes No # Needed_____

Shuttle Needed? Yes No #Needed_____

Shuttle Driver(s) _____

**After Hours** (Yes) No

**After Hours Information**

1. Does meeting coordinator have the appropriate key? Yes No
   The meeting coordinator will have to:
   a. Lock the facility used
   b. Turn out the lights
   c. Turn off A/C or heat
2. Date event coordinator notified_____

**On behalf of the applicant, I certify that I have read and am familiar with the Use of Facilities Policy of First Baptist Church Georgetown; that the room(s) used will be left in the same manner found; any item(s) borrowed or moved from another room will be returned; that all safety and fire laws will be observed; that if our meeting is cancelled, the Church Office will be immediately notified; that the applicant will undertake no dangerous activities or activities which will interfere with other uses in the Church's Facilities; that the applicant will indemnify and hold harmless the Church from any and all claims, damages, liabilities, or judgments, including costs and attorney's fees, which may arise as a result of the applicant's use of the Facilities; that the Church will be named as an additional insured on the applicant's liability insurance policy, if requested; and that the purposes for which the Church's Facilities will be used are consistent with the goals, purposes, and teachings of the Church.**

_____
Signature

Valerie Covey
Print Name

Commissioner Pct. 3
Title

Williamson County
Name of Applicant/Group

Dec. 12. 2016
Date

**Commissioners Court - Regular Session** **14.**

**Meeting Date:** 12/20/2016

ESD 5 Reappointment for Dale Herrmann

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing Dale Herrmann to the ESD #5 Jarrell board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on his previous term.

---

**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 | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 12:23 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **15.**

**Meeting Date:** 12/20/2016

ESD 5 Reappointment for Charles Ashby

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing Charles Ashby to the ESD #5 Jarrell board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on his previous term.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 02:13 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **16.**

**Meeting Date:** 12/20/2016

ESD 6 Reappointment for L.D. Cheatham

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing L.D. Cheatham to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on his previous term.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 02:20 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **17.**

**Meeting Date:** 12/20/2016

ESD 6 Reappointment for Dave Schumacher

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing Dave Schumacher to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on his previous term.

---

**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 | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 02:40 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **18.**

**Meeting Date:** 12/20/2016

ESD 6 Reappointment for Susie Fontenot

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing Susie Fontenot to the ESD #6 Weir board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on her previous term.

---

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 02:44 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **19.**

**Meeting Date:** 12/20/2016

ESD 7 Reappointment for James Daniels

**Submitted For:** Valerie Covey **Submitted By:** Debra Babcock, Commissioner Pct. #3

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reappointing James Daniels to the ESD #7 Florence board with the term commencing January 1, 2017 and continuing thereafter until December 31, 2018.

**Background**

This is a two year extension on his previous term.

---

**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 | 12/12/2016 03:40 PM |
| Form Started By: Debra Babcock | | Started On: 12/12/2016 02:48 PM |
| Final Approval Date: 12/12/2016 | | |

**Commissioners Court - Regular Session** **20.**

**Meeting Date:** 12/20/2016

Emergency Service District re-appoinments

**Submitted For:** Mary Clark **Submitted By:** Mary Clark, Commissioner Pct. #1

**Department:** Commissioner Pct. #1

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on reappointing Thomas Nanninga and Sherri Wright to the Emergency Service District Number 2 Board, for two year terms to begin on January 1, 2017 and expire on December 31, 2018.

### Background

Mr. Nanninga and Mrs. Wright have been serving loyally as commissioners on the Emergency Service District Board Number Two. If approved, this will be Mr. Nanninga's third term to serve and Mrs. Wright's second term of service.

Mr. Nanninga was reappointment on Jan. 13, 2015, for a term to expire on December 31, 2016. He has been a valuable asset and has made a significant, positive impact on the boards operations.

Mrs. Wright was appointment on Jan. 13, 2015, for a term to expire on December 31, 2016. She has also proven to be a great asset and is dedicated to her service on the board.

They have both agreed to serve another two-year term which would begin on January 1, 2017 and expire on December 31, 2018.

## 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 | 12/15/2016 09:09 AM |
| Form Started By: Mary Clark | | Started On: 12/14/2016 01:51 PM |
| Final Approval Date: 12/15/2016 | | |

**Commissioners Court - Regular Session** **21.**

**Meeting Date:** 12/20/2016

Discuss consider and take appropriate action on approval of the preliminary plat for the JCR&M Addition subdivision - 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 preliminary plat for the JCR&M Addition subdivision - Pct 2

**Background**

This preliminary plat consists of 3 single family lots and does not contain any new public roads.

---

**Fiscal Impact**

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

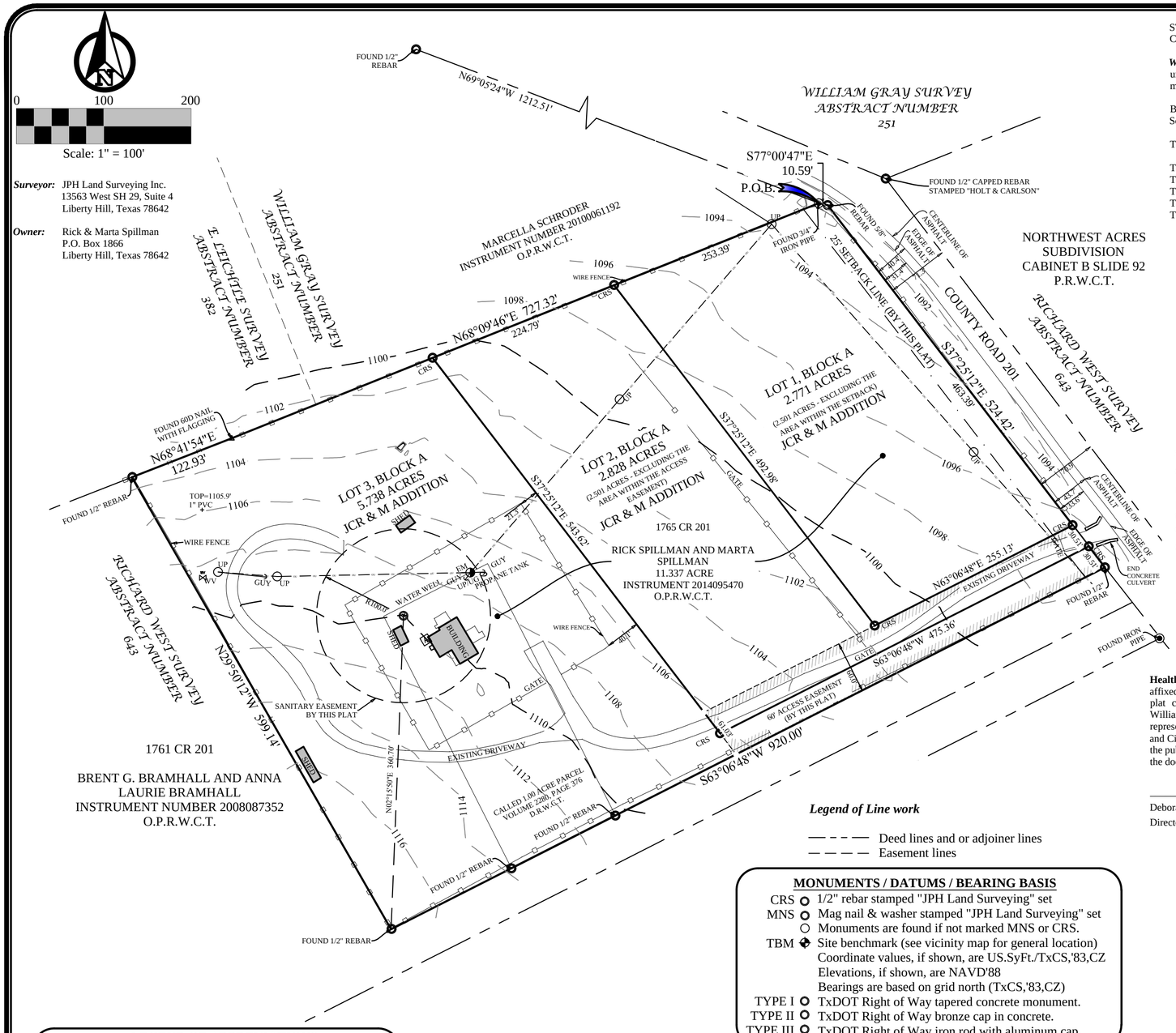
**Attachments**

JCR and M Addition

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/12/2016 07:50 AM |
| Form Started By: Katheryn Cromwell | | Started On: 12/09/2016 03:36 PM |
| Final Approval Date: 12/12/2016 | | |




***Legend of Line work***

——— Deed lines and or adjoiner lines
— — — — Easement lines

**MONUMENTS / DATUMS / BEARING BASIS**

| | | |
|---|---|---|
| CRS | ○ | 1/2" rebar stamped "JPH Land Surveying" set |
| MNS | ○ | Mag nail & washer stamped "JPH Land Surveying" set |
| | ○ | Monuments are found if not marked MNS or CRS. |
| TBM | ✥ | Site benchmark (see vicinity map for general location) |
| | | Coordinate values, if shown, are US.SyFt./TxCS,'83,CZ |
| | | Elevations, if shown, are NAVD'88 |
| | | Bearings are based on grid north (TxCS,'83,CZ) |
| TYPE I | ○ | TxDOT Right of Way tapered concrete monument. |
| TYPE II | ○ | TxDOT Right of Way bronze cap in concrete. |
| TYPE III | ○ | TxDOT Right of Way iron rod with aluminum cap. |

**LEGEND OF ABBREVIATIONS**

| | |
|---|---|
| US.SyFt. | United States Survey Feet |
| TxCS,'83,CZ | Texas Coordinate System of 1983, Central Zone |
| NAVD'88 | North American Vertical Datum of 1988 |
| P.R.W.C.T. | Plat Records of Williamson County, Texas |
| O.P.R.W.C.T. | Official Public Records of William County, Texas |
| D.R.W.C.T. | Deed Records of Williamson County, Texas |
| POB | Point of Beginning |
| POC | Point of Commencing |

***NOTES:***

1. Owner: Rick & Marta Spillman
2. Acreage: 11.337 Acres
3. Survey & Abstract: Richard West A-643
4. Number of Blocks: 1
5. Number of Lots: 3
6. No portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel #48491C0250E for Williamson Co., effective September 26, 2008.
7. Basis of Bearings for this survey is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, Central Zone.
8. No recording documents were found for County Road 201. Right of way is shown as evidenced by found monumentation.
9. In approving this plat by the Commissioner's Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioner's Court of Williamson County, Texas, said Commissioner's Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.
10. 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. Floodplain data in particular, may change depending on subsequent development. It is further understood that the owners of the tract of land covered by this plat must install at their own expense all traffic control devices and signage that may be required before the streets in the subdivision have finally been accepted for maintenance by the county.
11. The minimum lowest finished floor elevation shall be one foot higher than the highest spot elevation which is located five feet outside the perimeter of the building, or one foot above the BFE, whichever is higher.
12. All driveways onto rural county roads whose lot is served by a septic system shall be required to obtain a permit from 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.
13. ***Restriction***: All 3 lot owners shall participate equally in the cost of maintenance, changes, improving etc. of the existing driveway system for ingress or egress access, including any gate or gate system that may be existing or added. Lot 1 pays 19%, Lot 2 pays 35%, Lot 3 pays 46%. Driveway is considered +/- 720' from edge of pavement on CR 201 to the gate in the fence that surrounds the house on Lot 3, for payment costs. Any gate or gate system that may be existing or added will fall into the driveway for sharing cost as well.
14. Lots 2 and 3 may not be further subdivided.
15. The water for this subdivision will be provided by water wells. The sanitary facilities will be onsite sanitary facilities.

JPH Job No.
2016.200.032
© 2016 JPH Land Surveying, Inc. - All Rights Reserved
13563 West SH 29, Suite #4, Liberty Hill, Texas 78642
Telephone (512) 778-5688 www.jphlandsurveying.com
TBPLS Firm #10019500 #10194073 #10193867
Dallas - Fort Worth | Austin | Abilene

***Surveyor:*** JPH Land Surveying Inc.
13563 West SH 29, Suite 4
Liberty Hill, Texas 78642

***Owner:*** Rick & Marta Spillman
P.O. Box 1866
Liberty Hill, Texas 78642

STATE OF TEXAS
COUNTY OF WILLIAMSON

***WHERE AS*** Rick and Marta Spillman are the owners of all of that 11.337 acres situated within the Richard West Survey, Abstract Number 643, Williamson County, Texas as described in the deed recorded under Instrument Number 2014095470 of the Official Public Records of Williamson County, Texas (hereafter referred to as the Spillman Parcel). Said 11.337 acres of land surveyed on the ground in the month of October 2016, under the direction and supervision of Robert A. Hansen, Registered Professional Land Surveyor No. 6439 and being more particularly described as follows:

BEGINNING at a 3/4 inch iron pipe found at the northeast corner of said Spillman Parcel, from which a 1/2 inch rebar found at the north corner of a parcel of land as described in the deed to Marcella Schroder recorded under Instrument Number 20100061192 of said Public Records, bears NORTH 69 degrees 05 minutes 24 seconds WEST, 1212.51 feet;

THENCE SOUTH 77 degrees 00 minutes 47 seconds EAST, 10.59 feet with the southeast line of County Road 201, a variable width right of way as evidenced by found monumentation, to a 5/8 inch rebar found at the easterly northeast corner of said Spillman Parcel;
THENCE SOUTH 37 degrees 25 minutes 12 seconds EAST, 524.42 feet with the southwest line of said County Road 201 to a 1/2 inch rebar found at the southeast corner of said Spillman Parcel;
THENCE SOUTH 63 degrees 06 minutes 48 seconds WEST, 920.00 feet with the south line of said Spillman Parcel to a bent 1/2 inch rebar, found at the southwest corner of said Spillman Parcel;
THENCE NORTH 29 degrees 50 minutes 12 seconds WEST, 599.14 feet with the west line of said Spillman Parcel to a 1/2 inch rebar found at the northwest corner of said Spillman Parcel;
THENCE NORTH 68 degrees 41 minutes 54 seconds EAST, 122.93 feet with the north line of said Spillman Parcel to a 60d nail found at a re-entrant corner of said Spillman Parcel;
THENCE NORTH 68 degrees 09 minutes 46 seconds EAST 727.32 feet with the north line of said Spillman Parcel to the POINT OF BEGINNING, containing 11.337 acres of land. The Basis of Bearings for this description is Grid North as established by GPS observation utilizing the Texas Coordinate System of 1983, Central Zone.

***OWNER'S DEDICATION***

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, Rick Spillman and Marta Spillman do hereby adopt this plat, designating the herein described property as ***JCR & M Addition***, an addition within Williamson County Texas, and hereby dedicate all additional ROW, streets, alleys, easements, parks, and other open spaces to public use, or, when the subdivider has made provision for perpetual maintenance thereof, to the inhabitants of the subdivision.

_____
Rick Spillman

_____
Marta Spillman

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Rick Spillman and known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20_____.

Notary Public in and for the State of Texas My commission expires:

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared Marta Spillman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose therein expressed and under oath stated that the statements in the foregoing certificate are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____ 20_____.

Notary Public in and for the State of Texas My commission expires:

**Health Department Approval -** 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 and Williamson County(WCCHD) 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

***SURVEYOR'S CERTIFICATION***

KNOW ALL MEN BY THESE PRESENTS:

That I, **Robert A. Hansen**, do Hereby certify that I prepared this plat from an actual and accurate survey of the land, under my personal supervision, in accordance with the Williamson County Subdivision Ordinances. This tract is not located within the Edwards Aquifer Recharge Zone.

Signed _____
Robert A. Hansen
Registered Professional
Land Surveyor, No. 6439

PRELIMINARY: THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

~RELEASED FOR REVIEW TO Williamson County ON 2016-12-07

County Judge's Approval

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, 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

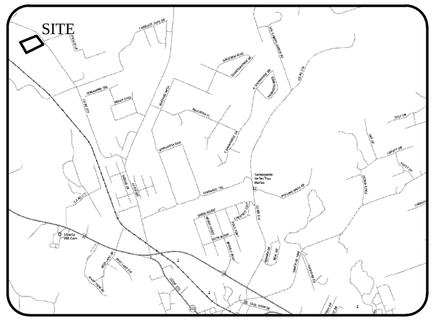
STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

I, **NANCY RISTER**, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE DAY OF _____, 20____, AD, AT _____O'CLOCK ____M, AND DULY RECORDED THIS THE DAY OF _____, 20 ____, AD AT _____ O'CLOCK ____M, IN THE PLAT RECORDS OF SAID COUNTY IN CABINET_____, SLIDE_____ .

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

**NANCY RISTER**, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS
BY:_____ DEPUTY

VICINITY MAP
NOT TO SCALE




# PRELIMINARY PLAT
# JCR & M ADDITION
## 11.337 ACRES
SITUATED IN
## RICHARD WEST SURVEY
## ABSTRACT NO. 643
WILLIAMSON COUNTY, TEXAS

**Commissioners Court - Regular Session** **22.**

**Meeting Date:** 12/20/2016

Discuss consider and take appropriate action on approval of the final plat for the Heights at Brushy Creek subdivision - Pct 4

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

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approval of the final plat for the Heights at Brushy Creek subdivision - Pct 4

**Background**

This development consists of eight single family lots and no new public roads.

---

**Fiscal Impact**

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

**Attachments**

Heights at Brushy Creek

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 09:09 AM |
| Form Started By: Katheryn Cromwell | | Started On: 12/15/2016 08:48 AM |
| Final Approval Date: 12/15/2016 | | |

HENRY P. HOOPER III
LIVING TRUST
REM. 64.6 AC.
DOC. #2013037227

S 82°25'39" E 1235.52'

564.82'

20' PUBLIC UTILITY EASEMENT

670.70'

CENTERLINE TIE
30.41'

S 07°34'21" W 1175.05'

169.21'

C.R. 129

TRACT 8
7.877Ac.

TRACT 4
8.530Ac.

S 08°13'36" W 546.56'

569.10'

30' ELECTRIC EASEMENT HEREBY DEDICATED

25' "OSSF SETBACK"

25' "OSSF SETBACK"

25' BLDG. SETBACK

386.29'

S 07°21'08" W 536.35'

20' PUBLIC UTILITY EASEMENT

678.49'

S 81°40'10" E

30.00'

10' PUBLIC UTILITY EASEMENT

10' PUBLIC UTILITY EASEMENT

30.31'

1241.13'

678.68'

20' PUBLIC UTILITY EASEMENT

89.74'

CENTERLINE TIE
19.20'

S 07°57'56" W 1500.71'

350.22'

TRACT 7
5.000Ac.

S 08°00'03" W 320.55'

75' "OSSF SETBACK"

POND AREA
1.2 Ac.

TRACT 3
5.000Ac.

75' "OSSF SETBACK"

10' PUBLIC UTILITY EASEMENT

230.82'

S 08°03'52" W 413.19'

RIGHT-OF-WAY TIE
S 83°27'01" E 39.40'

562.58'

10' PUBLIC UTILITY EASEMENT

679.44'

S 81°38'24" E

25' BLDG. SETBACK

POND AREA
0.6 Ac.

TRACT 2
5.000Ac.

182.37'

WYNETTE N. LESSNER
87.23 AC.
DOC. #2012085476

TRACT 6
5.000Ac.

ROAD WIDENING EASEMENT

138.38'

C.R. 129

S 08°28'31" W 398.38'

351.39'

S 08°00'03" W 320.75'

678.09'

20' PUBLIC UTILITY EASEMENT

30.00'

S 81°40'10" E
1240.20'

10' PUBLIC UTILITY EASEMENT

10' PUBLIC UTILITY EASEMENT

30.00'

623.08'

20' PUBLIC UTILITY EASEMENT

SAMUEL C. JONES SURVEY, A-352

DICY HOPKINS SURVEY, A-300

TRACT 5
3.683Ac.

230.00'

S 08°19'50" W 199.98'

25' "OSSF SETBACK"

TRACT 1
2.859Ac.

POND AREA
0.4 Ac.

75' "OSSF SETBACK"

200.00'

8.71'

615.58'

20' PUBLIC UTILITY EASEMENT

622.57'

N 81°40'10" W 1238.15'

CENTERLINE TIE
21.29'

WIND RIVER CATTLE, LLC
13.31 AC.
DOC. #2012106056

NOV. 29, 2016

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

0' 100' 200' 300'

LEGEND

| | |
|---|---|
| ◎ | 1/2" REBAR FND. W/CAP "FOREST RPLS1847" |
| ● | 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 |

LEGAL DESCRIPTION: BEING 42.951 ACRES OF LAND LYING IN AND BEING SITUATED OUT OF THE DICY HOPKINS SURVEY, ABSTRACT 300 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN 35.453 ACRE TRACT OF LAND AND A PORTION OF THAT CERTAIN 64.6 ACRE TRACT OF LAND CONVEYED TO THE HENRY P. HOOPER III LIVING TRUST BY DEED RECORDED IN DOCUMENT #2013037227 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 42.951 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS AND AS SURVEYED UNDER THE SUPERVISION OF JAMES E. GARON & ASSOCIATES IN AUGUST, 2015:

BEGINNING at a 1/2" iron rod with cap stamped "Forest RPLS1847" found on the westerly line, as fenced, of CR 129 for the southeasterly corner hereof and said Hooper 35.453 acre tract and the northeast corner of that certain 13.31 acre tract of land conveyed to Wind River Cattle, LLC by deed recorded in Doc. #2012106056 of said official records;

THENCE N 81°40'10" W a distance of 1238.15 feet along the north line of said Wind River Cattle, LLC 13.31 acre tract to a 1/2" iron rod with cap stamped "Forest RPLS1847" found on the east line of that certain 87.23 acre tract of land conveyed to Wynette N. Lessner by deed recorded in Document 2012085476 of said official records for the northwest corner of said Wind River Cattle, LLC 13.31 acre tract and the southwest corner hereof and said Hooper 35.453 acre tract;

THENCE N 07°57'56" E, passing a calculated point for the northwest corner of said Hooper 35.453 acre tract and southwest corner of said Hooper 64.6 acre tract at a distance of 1341.58 feet and continuing for a total distance of 1500.71 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set for the northwest corner hereof;

THENCE S 82°25'39" E a distance of 1235.52 feet to a 1/2" iron rod with cap stamped "JE Garon RPLS4303" set on the west margin of CR 129 for the northeast corner hereof;

THENCE with the west margin of CR 129 the following four (4) calls:

1) S 07°34'21" W a distance of 169.21 feet to a 1/2" iron rod with cap stamped "Forest RPLS1847" found for the northeast corner of said 35.453 acre tract and the southeast corner of said 64.6 acre tract;
2) S 07°21'08" W a distance of 536.35 feet to a 1/2" iron rod with cap stamped "Forest RPLS1847" found for angle point;
3) S 08°03'52" W a distance of 413.19 feet to a 1/2" iron rod with cap stamped "Forest RPLS1847" found for angle point;
4) S 08°28'31" W a distance of 398.38 feet to the POINT OF BEGINNING, containing 42.951 acres of land, more or less and as shown.

PLAT NOTES:

1) TRACTS 5, 6, 7 & 8 MAY NOT BE FURTHER SUBDIVIDED.

2) ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.

# *THE HEIGHTS AT BRUSHY CREEK*
## *FINAL PLAT*



*FILE: Server\Co\Wm\Surveys\DICY HOPKINS\51315-FINALPLAT*

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

# THE HEIGHTS AT BRUSHY CREEK
## FINAL PLAT

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THESE PRESENTS

THAT WE, THE HEIGHTS AT BRUSHY CREEK, LLC, A TEXAS LIMITED LIABILITY CO., ACTING HEREIN AND THROUGH BOYD DEVELOPMENT, INC., MANAGER, OWNERS OF 42.951 ACRES OF LAND OUT OF THE DICY HOPKINS SURVEY, ABSTRACT NO. 300 IN WILLIAMSON COUNTY, TEXAS AND AS CONVEYED BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2015106792, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS , DO HEREBY SUBDIVIDE SAID 42.951 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 THE HEIGHTS AT BRUSHY CREEK.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 13 DAY OF DECEMBER, 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: 7/20/2019

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

KNOW ALL MEN BY THERE PRESENTS:

THAT WE, EQUITY SECURED CAPITAL, L.P., 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:

THE HEIGHTS AT BRUSHY CREEK

WITNESS MY HAND THIS THE 14th DAY OF December, 2016, A.D.

VINCE DiMARE, PRINCIPAL
EQUITY SECURED CAPITAL, L.P.
1250 CAPITAL OF TEXAS HIGHWAY SOUTH
BLDG. 3, SUITE 400
AUSTIN, TEXAS 78746

STATE OF TEXAS {{
COUNTY OF WILLIAMSON {{

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VINCE DiMARE, 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 14th DAY OF December 2016, A.D.

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

SUSANNA M. ROBERTSON
MY COMMISSION EXPIRES
July 20, 2019

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

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.

12-12-2016
DATE

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
JAMES E. GARON
4303
REGISTERED
PROFESSIONAL
LAND SURVEYOR

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, R.S. 12/14/2016

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

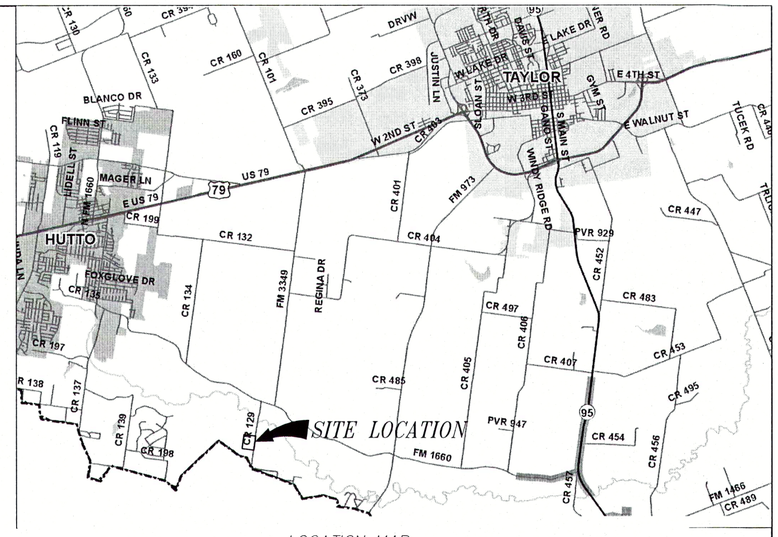
FLOODPLAIN NOTE:

THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0675E & 700E, EFFECTIVE SEPT. 26, 2008.

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

UTILITY SERVICE PROVIDERS:

WATER SERVICE IS PROVIDED BY: MANVILLE WATER SUPPLY CORPORATION
WASTEWATER SERVICE IS PROVIDED BY: INDIVIDUAL ON-SITE SEWAGE FACILITIES
ELECTRIC SERVICE IS PROVIDED BY: ONCOR




LOCATION MAP
(NOT TO SCALE)

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 13th DAY OF December, 2016 A.D.

Cindy Bridges 12-13-16
WILLIAMSON COUNTY ADDRESSING COORDINATOR
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




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** **23.**

**Meeting Date:** 12/20/2016

Parkside at Mayfield Ranch Section 15 - 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 Parkside at Mayfield Ranch Section 15 subdivision - Pct 3.

### Background

This is the next section of the Parkside at Mayfield Ranch development. It consists of 73 single family lots and 2,994 feet of new public roads. Roadway and drainage construction has been completed.

## Fiscal Impact

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

## Attachments

Parkside at Mayfield Ranch Section 15 - Final Plat

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Stephen Jones-Meyer | | Started On: 12/14/2016 08:50 AM |
| Final Approval Date: 12/14/2016 | | |

PLAT OF

# PARKSIDE AT MAYFIELD RANCH SECTION 15

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'

LEGEND:

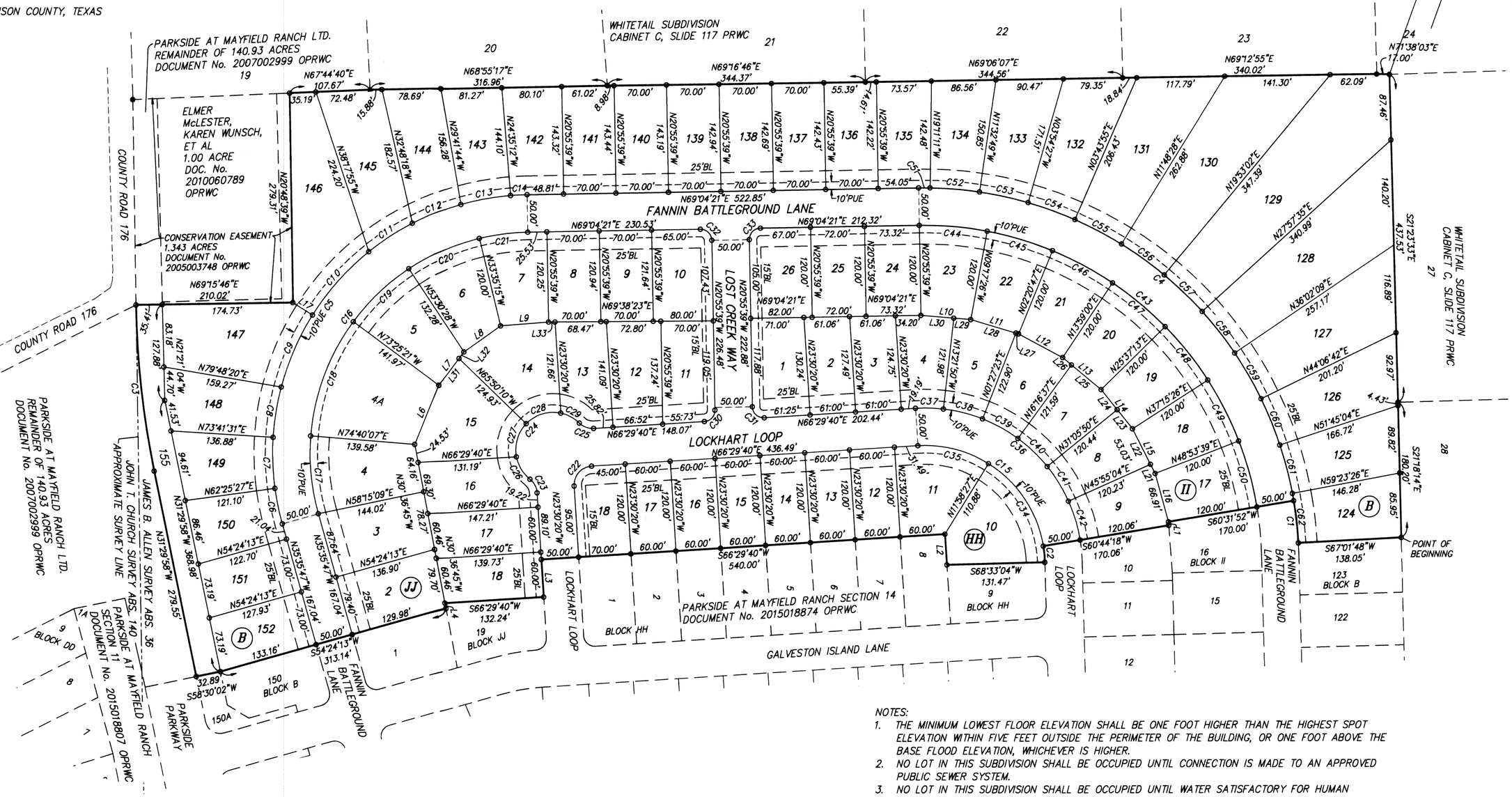
- o = SET 1/2" IRON ROD WITH "RJ SURVEYING" CAP
- ▸ = SET NAIL
- ● = FOUND 1/2" IRON ROD
- BL = BUILDING SETBACK LINE
- DE = DRAINAGE EASEMENT
- PUE = PUBLIC UTILITY EASEMENT
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
- (B) = BLOCK NAME

SITE DATA:

TOTAL AREA: 23.47 ACRES
73 SINGLE FAMILY LOTS
1 LANDSCAPE LOT
2 FEATURE LOTS

NEW PUBLIC STREETS:

| NAME | LENGTH | DESIGN SPEED |
|---|---|---|
| FANNIN BATTLEGROUND LANE | 1785' | 30 MPH |
| LOCKHART LOOP | 904' | 30 MPH |
| LOST CREEK WAY | 305' | 30 MPH |
| TOTAL | 2994' | |




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 4.72' | S24°09'12"E |
| L2 | 41.02' | N23°30'20"W |
| L3 | 50.13' | S23°30'20"E |
| L4 | 7.37' | S30°36'45"E |
| L6 | 85.47' | N02°09'49"E |
| L7 | 55.83' | N16°41'36"E |
| L8 | 60.06' | N34°50'02"E |
| L9 | 64.28' | N65°28'27"E |
| L10 | 66.91' | N74°53'27"E |
| L11 | 66.91' | N86°31'40"E |
| L12 | 66.91' | N81°50'07"W |
| L13 | 66.91' | N70°11'53"W |
| L14 | 66.91' | N58°33'40"W |
| L15 | 66.91' | N46°55'27"W |
| L16 | 66.91' | N35°17'14"W |
| L17 | 31.03' | N27°38'28"W |
| L18 | 95.12' | N27°17'25"E |
| L19 | 70.00' | N86°16'05"W |
| L20 | 83.91' | N27°17'25"E |
| L21 | 13.88' | N46°55'27"W |
| L22 | 53.03' | N46°55'27"W |
| L23 | 32.60' | N58°33'40"W |
| L24 | 34.31' | N58°33'40"W |
| L25 | 51.51' | N70°11'53"W |
| L26 | 15.40' | N70°11'53"W |
| L27 | 3.76' | N86°31'40"E |
| L28 | 63.15' | N86°31'40"E |
| L29 | 22.95' | N74°53'27"E |
| L30 | 43.96' | N74°53'27"E |
| L31 | 44.92' | N16°41'36"E |
| L32 | 10.92' | N16°41'36"E |
| L33 | 8.74' | N69°38'23"E |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | CHORD BRNG. | CHORD |
| C1 | 56.71 | 500.00 | 6°29'56" | N26°13'10"W | 56.68 |
| C2 | 21.82 | 160.00 | 7°48'46" | S25°21'19"E | 21.80 |
| C3 | 223.20 | 1196.20 | 10°41'27" | N26°09'14"W | 222.87 |
| C4 | 710.86 | 500.00 | 81°27'32" | N70°11'53"W | 652.49 |
| C5 | 632.44 | 346.20 | 104°40'08" | N16°44'17"E | 548.09 |
| C6 | 48.46 | 346.20 | 8°01'14" | N31°35'10"W | 48.42 |
| C7 | 68.08 | 346.20 | 11°16'04" | N21°56'31"W | 67.97 |
| C8 | 68.08 | 346.20 | 11°16'04" | N10°40'26"W | 67.97 |
| C9 | 105.13 | 346.20 | 17°23'56" | N03°39'34"E | 104.73 |
| C10 | 113.68 | 346.20 | 18°48'53" | N21°45'58"E | 113.17 |
| C11 | 69.77 | 346.20 | 11°32'48" | N36°56'49"E | 69.65 |
| C12 | 69.49 | 346.20 | 11°30'02" | N48°28'14"E | 69.37 |
| C13 | 67.63 | 346.20 | 11°11'33" | N59°49'02"E | 67.52 |
| C14 | 22.11 | 346.20 | 3°39'32" | N67°14'35"E | 22.10 |
| C15 | 235.25 | 160.00 | 84°14'37" | N71°23'01"W | 214.63 |
| C16 | 541.09 | 296.20 | 104°40'08" | N16°44'17"E | 468.93 |
| C17 | 104.76 | 296.20 | 20°15'54" | N25°27'50"W | 104.22 |
| C18 | 164.95 | 296.20 | 31°54'31" | N00°37'23"E | 162.83 |
| C19 | 102.95 | 296.20 | 19°54'53" | N26°32'05"E | 102.43 |
| C20 | 102.98 | 296.20 | 19°55'12" | N46°27'08"E | 102.46 |
| C21 | 65.45 | 296.20 | 12°39'36" | N62°44'33"E | 65.31 |

| CURVE | LENGTH | RADIUS | DELTA | CHORD BRNG. | CHORD |
|---|---|---|---|---|---|
| C22 | 39.27 | 25.00 | 90°00'00" | N21°29'40"E | 35.36 |
| C23 | 21.03 | 25.00 | 48°11'23" | N47°36'01"W | 20.41 |
| C24 | 162.65 | 50.00 | 186°22'46" | N21°29'40"E | 99.85 |
| C25 | 21.03 | 25.00 | 48°11'23" | N89°24'38"W | 20.41 |
| C26 | 35.67 | 50.00 | 40°52'42" | N51°15'21"W | 34.92 |
| C27 | 47.98 | 50.00 | 54°58'50" | N03°19'35"W | 46.16 |
| C28 | 50.46 | 50.00 | 57°49'38" | N53°04'39"E | 48.35 |
| C29 | 28.53 | 50.00 | 32°41'35" | N81°39'44"W | 28.14 |
| C30 | 22.89 | 15.00 | 87°25'19" | N22°47'00"E | 20.73 |
| C31 | 24.24 | 15.00 | 92°34'41" | N67°13'00"W | 21.69 |
| C32 | 23.56 | 15.00 | 90°00'00" | N65°55'39"W | 21.21 |
| C33 | 23.56 | 15.00 | 90°00'00" | N24°04'21"E | 21.21 |
| C34 | 157.99 | 160.00 | 56°34'37" | N49°44'15"W | 151.65 |
| C35 | 99.08 | 160.00 | 35°28'47" | N84°14'04"E | 97.50 |
| C36 | 308.77 | 210.00 | 84°14'37" | N71°23'01"W | 281.70 |
| C37 | 37.17 | 210.00 | 10°08'29" | N71°33'55"E | 37.12 |
| C38 | 54.32 | 210.00 | 14°49'14" | N84°02'46"E | 54.17 |
| C39 | 54.32 | 210.00 | 14°49'14" | N81°08'00"W | 54.17 |
| C40 | 54.32 | 210.00 | 14°49'14" | N66°18'46"W | 54.17 |
| C41 | 54.32 | 210.00 | 14°49'14" | N51°29'33"W | 54.17 |
| C42 | 54.32 | 210.00 | 14°49'14" | N36°40'19"W | 54.17 |

| CURVE | LENGTH | RADIUS | DELTA | CHORD BRNG. | CHORD |
|---|---|---|---|---|---|
| C43 | 639.78 | 450.00 | 81°27'32" | N70°11'53"W | 587.24 |
| C44 | 91.40 | 450.00 | 11°38'13" | N74°53'27"E | 91.24 |
| C45 | 91.40 | 450.00 | 11°38'13" | N86°31'40"E | 91.24 |
| C46 | 91.40 | 450.00 | 11°38'13" | N81°50'07"W | 91.24 |
| C47 | 91.40 | 450.00 | 11°38'13" | N70°11'53"W | 91.24 |
| C48 | 91.40 | 450.00 | 11°38'13" | N58°33'40"W | 91.24 |
| C49 | 91.40 | 450.00 | 11°38'13" | N46°55'27"W | 91.24 |
| C50 | 91.40 | 450.00 | 11°38'13" | N35°17'14"W | 91.24 |
| C51 | 15.19 | 500.00 | 1°44'28" | N69°56'35"E | 15.19 |
| C52 | 66.67 | 500.00 | 7°38'22" | N74°38'00"E | 66.62 |
| C53 | 66.67 | 500.00 | 7°38'22" | N82°16'22"E | 66.62 |
| C54 | 66.67 | 500.00 | 7°38'22" | N89°54'44"E | 66.62 |
| C55 | 70.48 | 500.00 | 8°04'34" | N82°13'49"W | 70.42 |
| C56 | 70.48 | 500.00 | 8°04'34" | N74°09'15"W | 70.42 |
| C57 | 70.48 | 500.00 | 8°04'34" | N66°04'41"W | 70.42 |
| C58 | 70.48 | 500.00 | 8°04'34" | N58°00'08"W | 70.42 |
| C59 | 70.48 | 500.00 | 8°04'34" | N49°55'34"W | 70.42 |
| C60 | 66.67 | 500.00 | 7°38'22" | N42°04'07"W | 66.62 |
| C61 | 66.67 | 500.00 | 7°38'22" | N34°25'45"W | 66.62 |
| C62 | 66.67 | 500.00 | 7°38'22" | N26°47'23"W | 66.62 |

NOTES:

1. THE MINIMUM LOWEST FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
4. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A FLOODPLAIN DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
5. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN. SEWER SERVICE WILL BE PROVIDED BY THE PARKSIDE AT MAYFIELD RANCH M.U.D..
6. LOT 155, BLOCK B IS FOR LANDSCAPE AND OPEN SPACE PURPOSES AND WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR MUD. NO SINGLE FAMILY DWELLINGS ARE PERMITTED ON THIS LOT.
7. LOTS 4A AND 16, BLOCK JJ, ARE OPEN SPACE LOTS FOR SENSITIVE ENVIRONMENTAL FEATURE BUFFERS. NO SINGLE FAMILY DWELLINGS OR OTHER CONSTRUCTION IS PERMITTED ON THIS LOT.
8. SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS OR HOMEOWNERS ASSOCIATION.
9. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

PROPERTY OWNER:
PARKSIDE AT MAYFIELD RANCH, LTD.
BJM MAYFIELD RANCH GP,
A TEXAS CORPORATION, GENERAL PARTNER,
BLAKE, J. MAGEE, PRESIDENT
1011 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78703

DATE: AUG. 10, 2015 SCALE: 1" = 100'


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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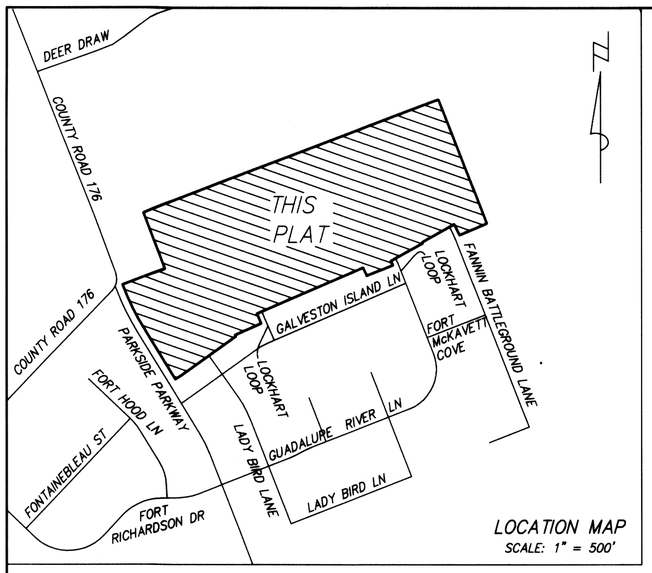
PLAT OF

# PARKSIDE AT MAYFIELD RANCH SECTION 15

WILLIAMSON COUNTY, TEXAS




LOCATION MAP
SCALE: 1" = 500'

THAT PART OF THE JAMES B. ALLEN SURVEY, ABSTRACT No. 36 IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 140.93 ACRE TRACT OF LAND CONVEYED TO PARKSIDE AT MAYFIELD RANCH, LTD., BY DEED RECORDED IN DOCUMENT No. 2007002999 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT a 1/2" iron rod set in the West Line of Lot 28, Whitetail Subdivision according to the Plat thereof recorded in Cabinet C, Slide 117 of the Plat Records of Williamson County, Texas, also being in the East Line of said 140.93 Acre Tract at the Northeast Corner of Lot 123, Block B, Parkside at Mayfield Ranch Section 14, according to the Plat thereof recorded in Document No. 2015018874 of the Official Public Records of Williamson County, Texas;

THENCE along the Northerly Line of said Plat of Parkside at Mayfield Ranch Section 14 Plat the following 14 courses;

1. S.67°01'48"W. a distance of 138.05 feet to a 1/2" iron rod set at a point on a non-tangent curve to the left;
2. Northwesterly along the arc of said curve, a distance of 56.71 feet, said curve having a radius of 500.00 feet, a central angle of 06°29'56" and a chord bearing N.26°13'10"W., 56.68 feet to a 1/2" iron rod set;
3. S.60°31'52"W. a distance of 170.00 feet to a 1/2" iron rod set;
4. S.24°09'12"E. a distance of 4.72 feet to a 1/2" iron rod set;
5. S.60°44'18"W. a distance of 170.06 feet to a 1/2" iron rod set at a point on a non-tangent curve to the right;
6. Southeasterly along the arc of said curve, a distance of 21.82 feet, said curve having a radius of 160.00 feet, a central angle of 07°48'46" and a chord bearing S.25°21'19"E., 21.80 feet to a 1/2" iron rod set;
7. S.68°33'04"W. a distance of 131.47 feet to a 1/2" iron rod set;
8. N.23°30'20"W. a distance of 41.02 feet to a 1/2" iron rod set;
9. S.66°29'40"W. a distance of 540.00 feet to a 1/2" iron rod set;
10. S.23°30'20"E. a distance of 50.13 feet to a 1/2" iron rod set;
11. S.66°29'40"W. a distance of 132.24 feet to a 1/2" iron rod set;
12. S.30°36'45"E. a distance of 7.37 feet to a 1/2" iron rod set;
13. S.54°24'13"W. a distance of 313.14 feet to a 1/2" iron rod set;
14. S.58°30'02"W. a distance of 32.89 feet to a 1/2" iron rod set;

THENCE across said 140.93 Acre Tract the following two courses;

1. N.31°29'58"W. a distance of 279.55 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
2. Northwesterly, along the arc of said curve to the right a distance of 232.20 feet, said curve having a radius of 1,196.20 feet, a central angle of 1°41'27", and a chord bearing N.26°09'14"W., 222.87 feet to a nail set in the remains of a wood fence post in concrete in the East Line of County Road 176 and West Line of said 140.93 Acre Tract;

THENCE across said 140.93 Acre Tract the following two courses;

1. N.69°15'46"E. a distance of 210.02 feet to a 1/2" iron rod set;
2. N.20°48'39"W. a distance of 279.31 feet to a 1/2" iron rod set in the South Line of Lot 19, Whitetail Subdivision and the North Line of said 140.93 Acre Tract;

THENCE along the Southerly Line of Lots 19-24, Whitetail Subdivision and the Northerly Line of said 140.93 Acre Tract the following six courses;

1. N.67°44'40"E. a distance of 107.67 feet to a nail set at the Southeast Corner of Lot 19 and the Southwest Corner of Lot 20;
2. N.68°55'17"E. a distance of 316.96 feet to a 1/2" iron rod found at the Southeast Corner of Lot 20 and the Southwest Corner of Lot 21;
3. N.69°16'46"E. a distance of 344.37 feet to a 1/2" iron rod found at the Southeast Corner of Lot 21 and the Southwest Corner of Lot 22;
4. N.69°06'07"E. a distance of 344.56 feet to a 1/2" iron rod found at the Southeast Corner of Lot 22 and the Southwest Corner of Lot 23;
5. N.69°12'55"E. a distance of 340.02 feet to a 1/2" iron rod found at the Southeast Corner of Lot 22 and the Southwest Corner of Lot 23;
6. N.71°38'03"E. a distance of 17.00 feet to a 1/2" iron rod found in the South Line of Lot 24, and the Northwest Corner of Lot 27, the same being the Northeast Corner of said 140.93 Acre Tract;

THENCE along the West Line of said Whitetail Subdivision and the East Line of said 140.93 Acre Tract the following two courses;

1. S.21°23'33"E. a distance of 437.53 feet to a 1/2" iron rod found at the Southwest Corner of Lot 27 and the Northwest Corner of Lot 28;
2. S.21°18'14"E. a distance of 180.20 feet to the said Point of Beginning.

Containing 23.47 acres, more or less.

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## ENGINEER'S CERTIFICATION

NO LOT WITHIN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100-YEAR FLOODS AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0460E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0460 E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORMWATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

R.B. 10/18/16
R. BRENT JONES DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671

STATE OF TEXAS · R. BRENT JONES · 92671 · LICENSED PROFESSIONAL ENGINEER

## SURVEYOR'S CERTIFICATION

I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ON THE GROUND SURVEY OF THE LAND SHOWN HEREON AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION. THIS PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY. ALL EASEMENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT. THE FIELD NOTES HEREON MATHEMATICALLY CLOSE.

J. K. Weigand 10/18/2016
J. KENNETH WEIGAND DATE
R.P.L.S. NO. 6518
STATE OF TEXAS

STATE OF TEXAS · REGISTERED · JOHN KENNETH WEIGAND · 5741 · PROFESSIONAL · LAND SURVEYOR

## DEDICATION

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS THAT PARKSIDE AT MAYFIELD RANCH, LTD., ACTING BY AND THROUGH BJM MAYFIELD RANCH GP, A TEXAS CORPORATION, GENERAL PARTNER, BY BLAKE, J. MAGEE, PRESIDENT, THE OWNER OF THAT CERTAIN 140.93 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2007002999 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 23.47 ACRES OUT OF SAID TRACT AND DOES HEREBY JOIN, APPROVE AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE 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 "PARKSIDE AT MAYFIELD RANCH SECTION 15." AND FURTHER ACKNOWLEDGE THAT 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 ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

THIS 18th DAY OF October 2016.

PARKSIDE AT MAYFIELD RANCH, LTD.

BY: BJM MAYFIELD RANCH GP, A TEXAS CORPORATION, GENERAL PARTNER,

BY: _____
BLAKE, J. MAGEE, PRESIDENT
1011 NORTH LAMAR BLVD.
AUSTIN, TEXAS 78703

## ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF October, A. D., 2016.

_____
NOTARY PUBLIC SIGNATURE

AMY LITTLE · Notary Public, State of Texas · Notary ID# 13073626-6 · My Commission Expires · JULY 19, 2020
SEAL

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS THAT TEXAS CAPITAL BANK, N.A., THE LIEN HOLDER OF THAT CERTAIN TRACT OF LAND RECORDED IN DOCUMENT NO. 2007002999 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF 24.16 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC USE FOREVER THE STREETS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

TEXAS CAPITAL BANK, N.A.

BY: _____

114 WEST SEVENTH STREET, SUITE 300
AUSTIN, TEXAS 78701

STATE OF TEXAS
COUNTY OF

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 18 DAY OF October, A. D., 2016.

Atanacio C Serna
NOTARY PUBLIC SIGNATURE

ATANACIO C SERNA · Notary Public, State of Texas · Comm. Expires 02-09-2019 · Notary ID 1119780-3
SEAL

## STREET NAMES APPROVED

DATE: 10/20/16

Susie Bak
WILLIAMSON COUNTY ADDRESSING COORDINATOR

*In approving this plat by the Commissioners' Court of Williamson County, Texas, it is understood that the building of all streets, roads, and other public thoroughfares and any bridges or culverts necessary to be constructed or placed is the responsibility of the owners of the tract of land covered by this plat in accordance with the plans and specifications prescribed by the Commissioners' Court of Williamson County, Texas. Said Commissioners' Court assumes no obligation to build any of the streets, roads, or other public thoroughfares shown on this plat or of constructing any of the bridges or drainage improvements in connection therewith. The County will assume no responsibility for drainage ways or easements in the subdivision, other than those draining or protecting the road system and streets.*

*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.*

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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.

_____ _____
Dan A. Gattis County Judge Date
Williamson County, Texas

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the day of _____, 20____, A.D., at _____ o'clock, ____.M., and duly recorded this the _____ day of _____, 20____, A.D., at _____ o'clock, __.M., in the Plat Records of said County in Document Number

TO CERTIFY WHICH, WITNESS my hand and seal at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy Rister, Clerk County Court
of Williamson County, Texas

By: _____ Deputy

DATE: AUG. 10, 2015


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
(512) 836-4793 FAX: (512) 836-4817 F-10015400

**Commissioners Court - Regular Session** **24.**

**Meeting Date:** 12/20/2016

Pinning Ceremony for Mike Knipstein

**Submitted For:** John Sneed **Submitted By:** John Sneed, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on the Promotion/Pinning Ceremony for Mike Knipstein as the new Williamson County EMS Director.

### Background

This is a WCEMS tradition for new employees and promotions. Per tradition, Mike's wife Heather will Pin him. I would also ask the Judge or Senior Commissioner to swear Mike in with the WCEMS Oath. Mike has requested that we perform the pinning on December 20th, so his 3 daughters can participate.

## 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 | 12/07/2016 08:00 AM |
| Form Started By: John Sneed | | Started On: 12/02/2016 09:26 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **25.**

**Meeting Date:** 12/20/2016

WCCF review of activities and presentations

**Submitted For:** Gary Boyd **Submitted By:** Gary Boyd, Parks

**Department:** Parks

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Hear report and take any appropriate action on Williamson County Conservation Foundation (WCCF) activities, future plans, recognitions and acknowledgements.

### Background

Report on WCCF activities for 2016 and prior years and recognize special accomplishments.

## 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 | 12/07/2016 08:00 AM |
| Form Started By: Gary Boyd | | Started On: 11/30/2016 09:11 AM |
| Final Approval Date: 12/07/2016 | | |

**Commissioners Court - Regular Session** **26.**

**Meeting Date:** 12/20/2016

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

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**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.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 11/17/2016 02:11 PM |
| Form Started By: Lydia Linden | | Started On: 11/17/2016 09:41 AM |
| Final Approval Date: 11/17/2016 | | |

**Commissioners Court - Regular Session** **27.**

**Meeting Date:** 12/20/2016

Road Bond and Pass Through Financing Construction Summary Report

**Submitted By:** Dawn Haggard, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

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

**Background**

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**Fiscal Impact**

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

**Attachments**

roadbond

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 12/15/2016 01:21 PM |
| Form Started By: Dawn Haggard | | Started On: 12/15/2016 10:49 AM |
| Final Approval Date: 12/15/2016 | | |

# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

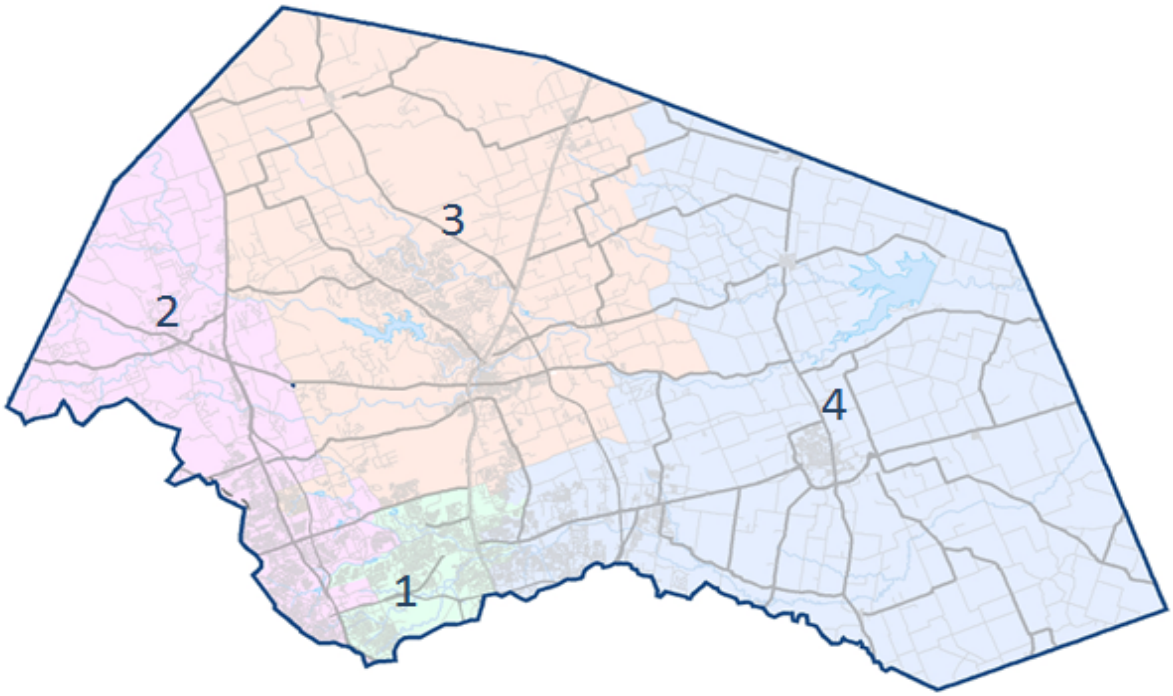
County Judge
Dan Gattis

Commissioners
Lisa Birkman
Cynthia Long
Valerie Covey
Larry Madsen

# December 2016

WWW.ROADBOND.ORG

Volume XV - Issue No.12




Presented By:

PRIME STRATEGIES, INC.

HNTB

# Table of Contents

Completed Projects ..... 1

PRECINCT No. 1 – Commissioner Lisa Birkman ..... 4

Forest North Drainage Phase 1 ..... 6

Pearson Ranch Road (Iveans to SH 45 ROW) ..... 8

PRECINCT No. 2 – Commissioner Cynthia Long ..... 10

CR 258 (Sunset Ridge to Ronald Reagan Blvd) ..... 12

PRECINCT No. 3 – Commissioner Valerie Covey ..... 14

CR 245 (North of FM 2338) ..... 16

Southwest Bypass Driveways (RM 2243 & IH 35) ..... 17

Arterial H Ph 1(Sam Bass Road to existing Arterial H) ..... 18

Right Turn Lanes (RM 2243 at Escalera and SH 29 at Cedar Hollow) ..... 19

PRECINCT No. 4 – Commissioner Larry Madsen ..... 20

Multi Site Traffic Signals (CR 110/University & Gattis School/Winterfield) ..... 22

Bill Pickett Trail (East Williamson County Event Center Access Rd) ..... 23

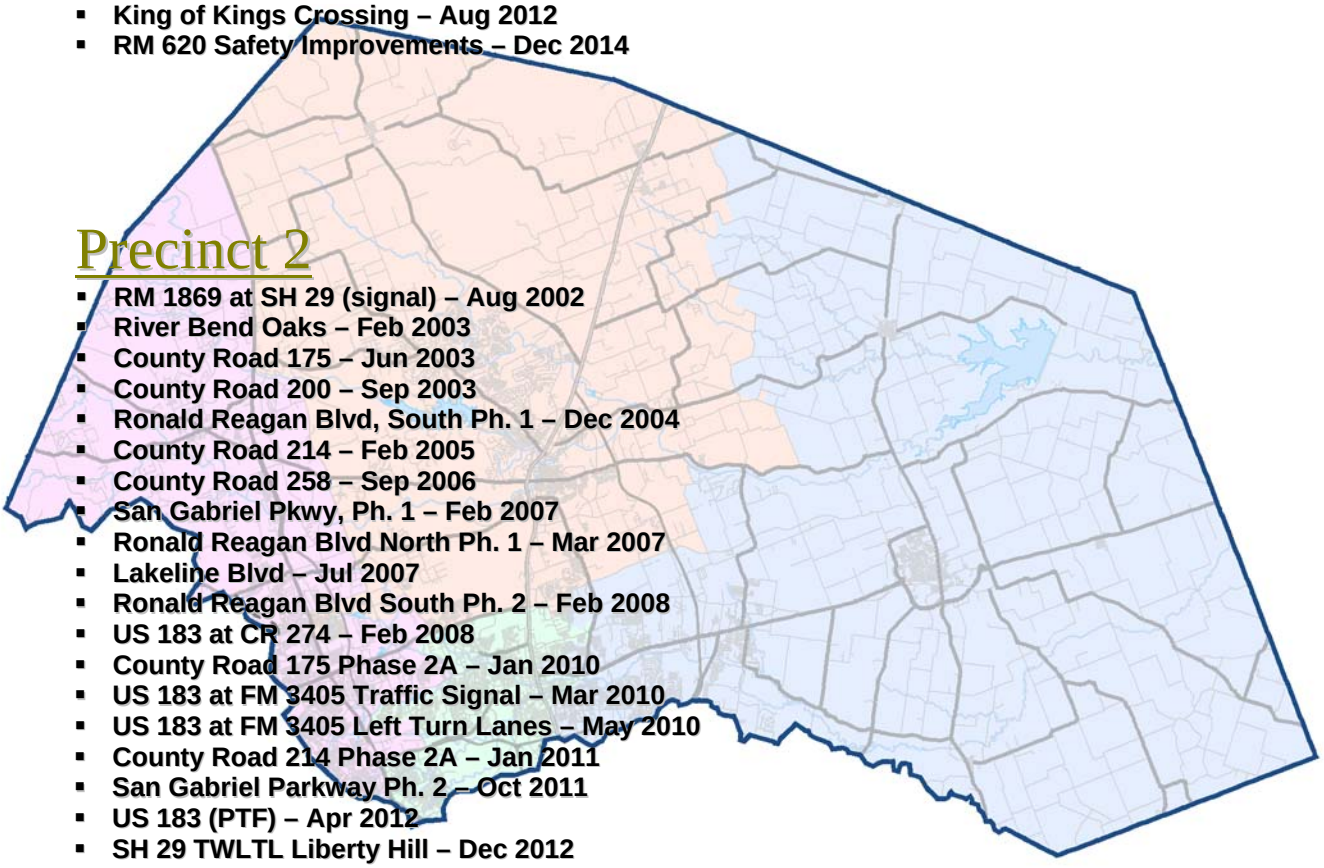
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

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

## Precinct 1

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



## Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**

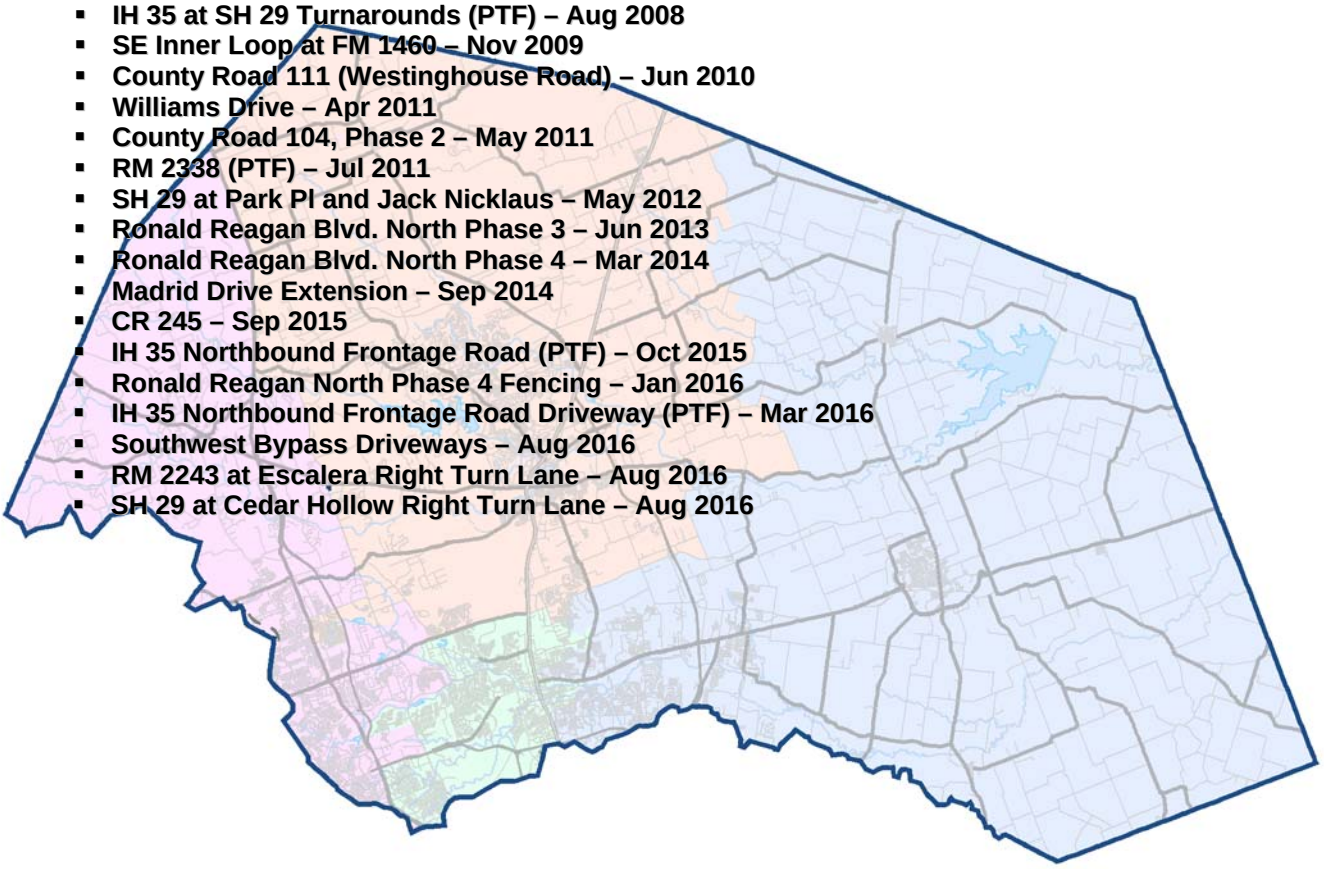
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

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

## Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main 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 (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Turn Lane – Aug 2016**
- **SH 29 at Cedar Hollow Right Turn Lane – Aug 2016**



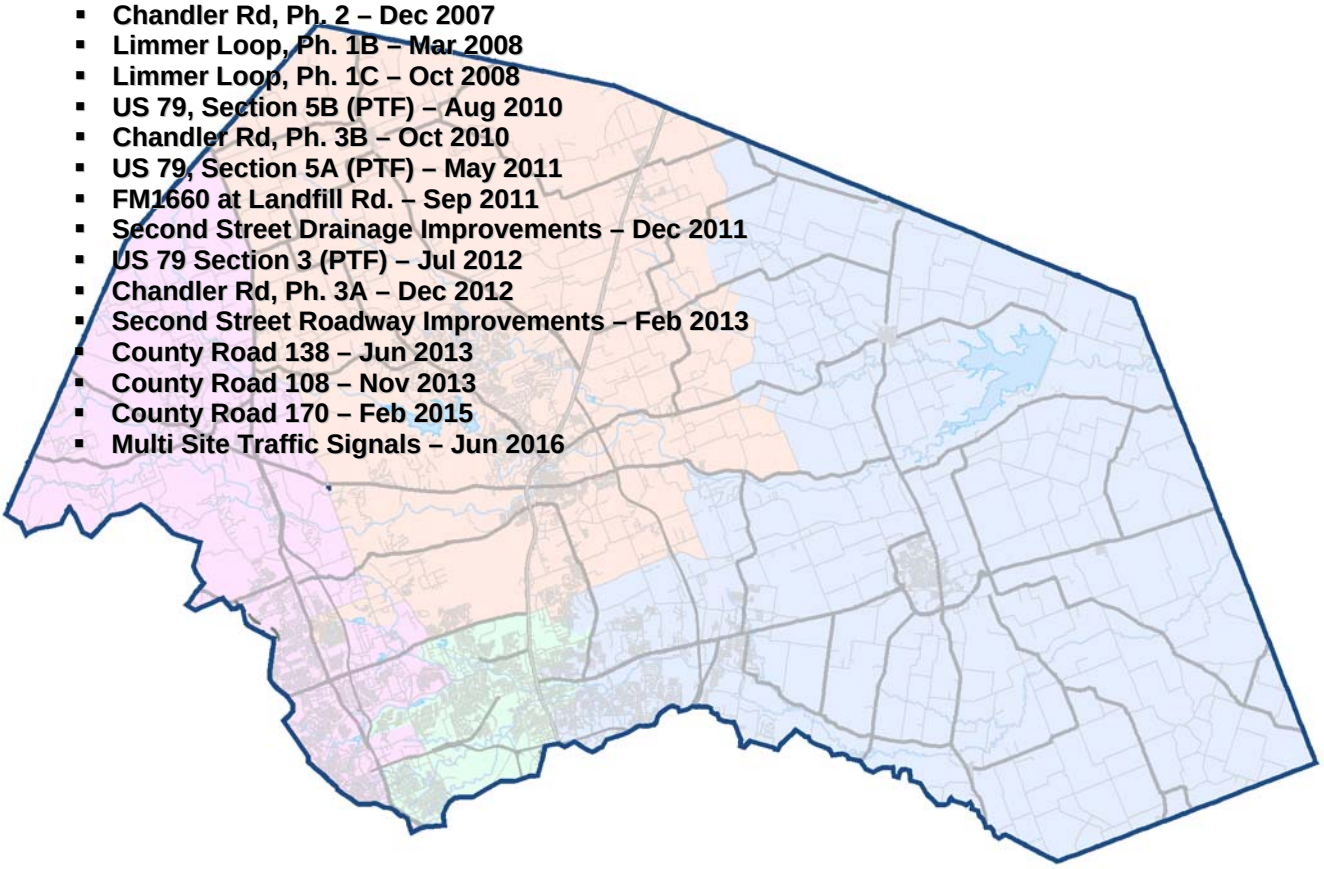
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

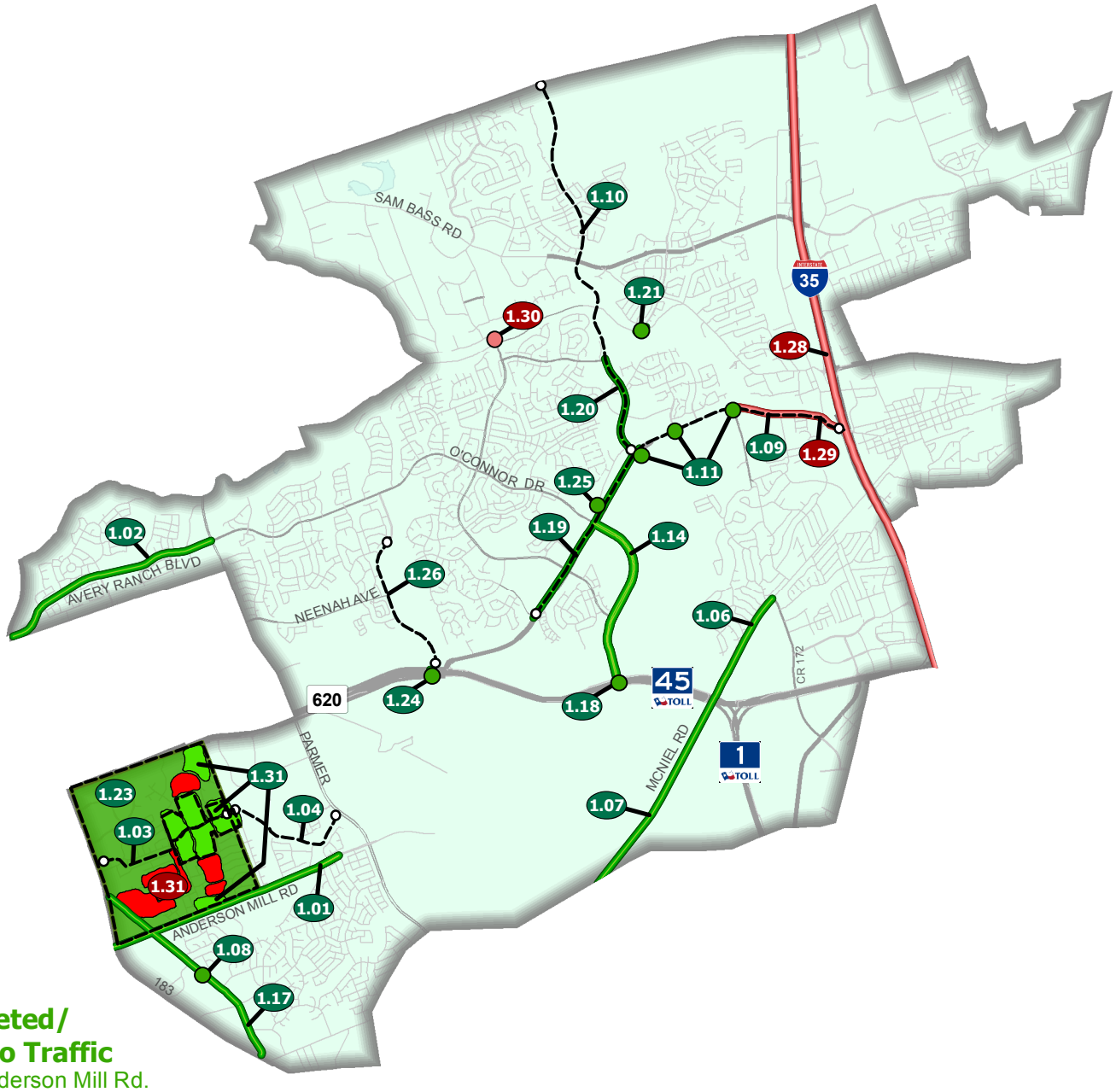
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2016

## Precinct 4

- **Bridge Replacements (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge 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



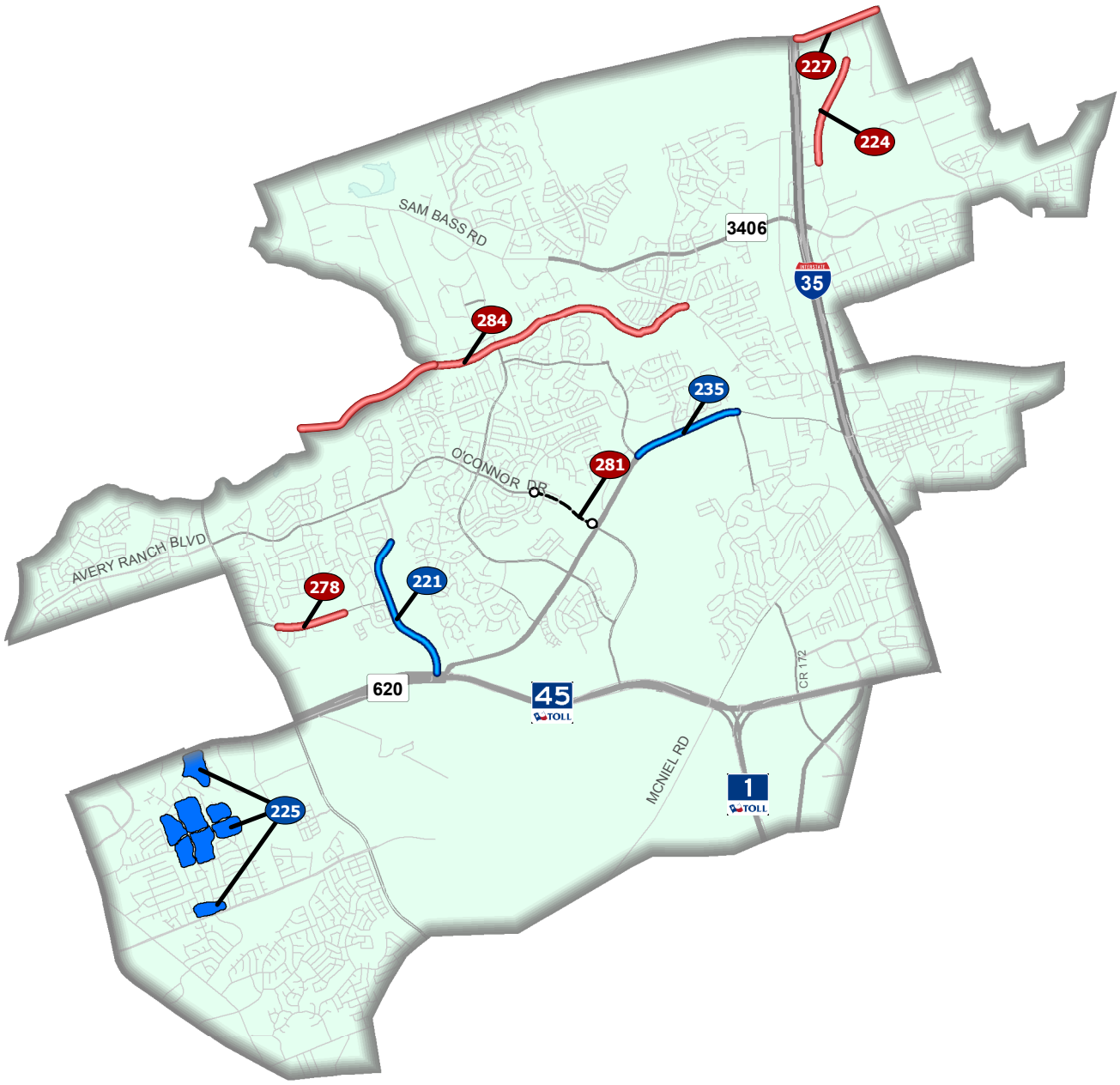

## Completed/ Open to Traffic

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
1.26 Pearson Ranch Road (Design)
1.24 Pearson Ranch Underpass at SH 45/ RM 620
1.31 Forest North Drainage Improvements - Phase 1

## In Design

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

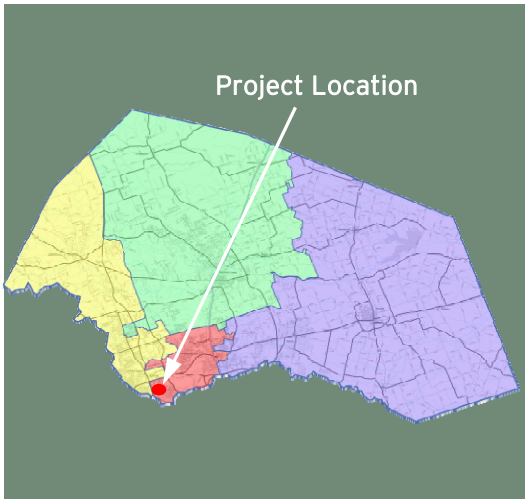



## Under Construction/Bidding

221 Pearson Ranch Road (Construction)
225 Forest North Drainage Improvements - Phase 1
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)

## In Design

224 North Mays Street Extension (La Paloma to Oakmont Dr.)
227 University Blvd Widening (IH 35 to Sunrise Rd.)
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)




## Forest North Drainage Ph 1

(Residential Drainage of the Forest North Subdivision)

Project Length: Residential Neighborhood
Roadway Classification: Drainage Improvements

Project Schedule: August 2016 - April 2018
Estimated Construction Cost: $3.56 Million

## NOVEMBER 2016 IN REVIEW

**11/04/2016:** DeNucci tied in Water Line B. The Contractor continued installing 30" RCP, area inlets and trenching for 30" RCP in the same zone. The concrete crew demoed, formed and poured driveways on Sherbrooke St. and formed and poured aprons to various area inlets, all in the Sherbrooke zone.

**11/11/2016:** Subcontractor Sisk-Robb completed the removal of Asbestos Concrete pipe in the Sherbrooke zone. The Contractor also continued installing 24" and 30" RCP and area inlets. Various water services and meters were relocated in the Sherbrooke zone.

**11/18/2016:** DeNucci completed the 18" RCP installation on Sherbrooke St. in the Sherbrooke zone. Water line C installation was completed and passed the pressure test. Pot-holing for Water Line F began at the Broadmeade/Meadowheath intersection.

**11/23/2016:** DeNucci completed the Water Line E tie-in and resumed installing 36" RCP in the Sherbrooke zone. The Contractor also formed and poured concrete aprons for various area inlets in the Sherbrooke zone. Subcontractors Sisk-Robb removed Asbestos Concrete pipe for the Water Line E tie-in and Subcontractor Jenkins monitored the removal.

Design Engineer: K Friese and Cobb Fendley
Contractor: DeNucci Constuctors
Construction Observation: Ryan Rivera, HNTB

**Williamson County Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

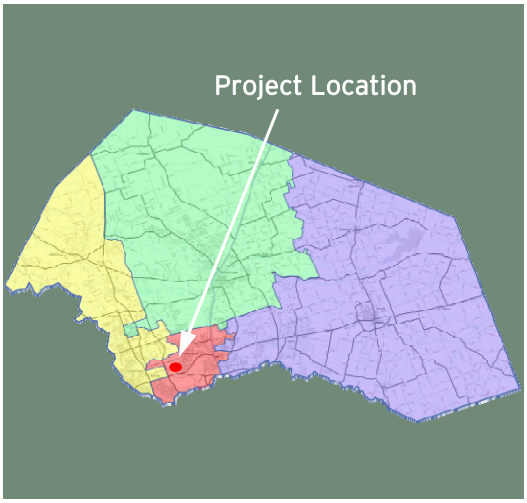
**Forest North Drainage Ph 1**
**Project No. 1604-068**

Original Contract Price = $3,556,659.50

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/9/2016 | 6/28/2016 | 8/1/2016 | 8/11/2016 | | | | 600 | 0 | 600 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8/11/2016 | 8/31/2016 | 21 | $152,734.50 | $152,734.50 | $16,970.50 | $16,970.50 | 5 | 4 |
| 2 | 9/1/2016 | 9/30/2016 | 30 | $208,685.70 | $361,420.20 | $23,187.30 | $40,157.80 | 11 | 9 |
| 3 | 10/1/2016 | 10/31/2016 | 31 | $266,921.68 | $628,341.88 | $29,657.96 | $69,815.76 | 20 | 14 |

Adjusted Price = $3,556,659.50




**Pearson Ranch Road extensions**
(Iveans Way to SH 45 ROW5)

Project Length: 1.3 Miles
Roadway Classification: Minor Arterial
Roadway Section: 4 Lanes Divided

Project Schedule: November 2016 - October 2017
Estimated Construction Cost: $4.5 Million

## NOVEMBER 2016 IN REVIEW

**11/18/2016:** The project was awarded to Jimmy Evans Construction in the amount of $4,516,178.77. A Preconstruction meeting was held Wednesday, 11/9/16. NTP was issued 11/18/16.

**11/23/2016:** Subcontractor ESSI installed erosion control devices, and Subcontractor Austin Wood Recyclers began clearing trees on the southern portion of the project.

Design Engineer: Steger Bizzell
Contractor: Kwest Group
Construction Observation:
Ryan Rivera, HNTB

**Williamson County**
**Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**Pearson Ranch Road**
**Project No. 1607-102**

Original Contract Price = $4,516,178.77

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/20/2016 | 10/11/2016 | 11/18/2016 | 11/28/2016 | | | | 330 | 0 | 330 |

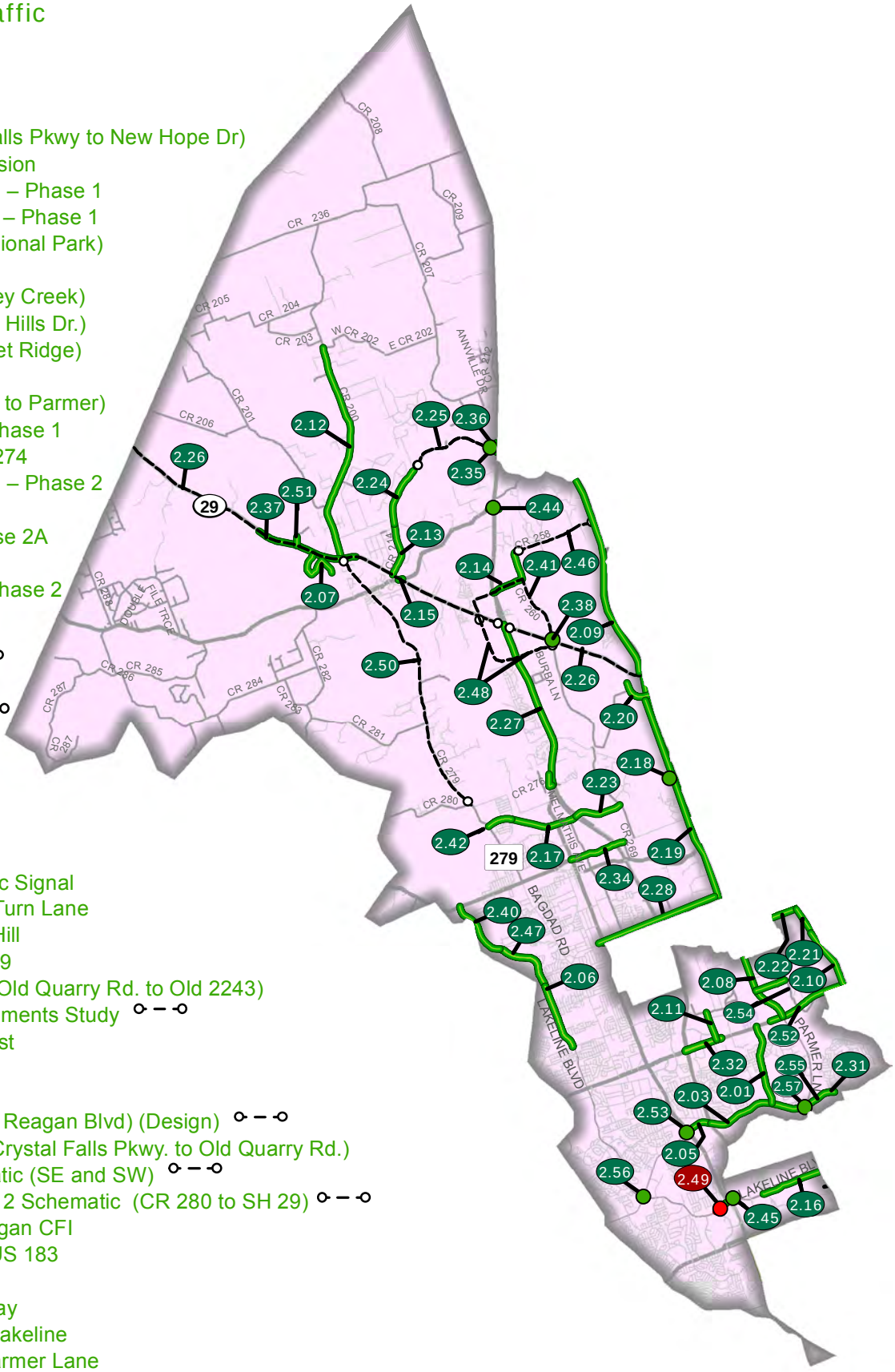
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 11/28/2016 | 11/30/2016 | 3 | $195,710.04 | $195,710.04 | $21,745.56 | $21,745.56 | 5 | 1 |

Adjusted Price = $4,516,178.77

# 2006 Road Bond Program Projects
# Precinct 2 - Commissioner Long

## Completed/Open to Traffic

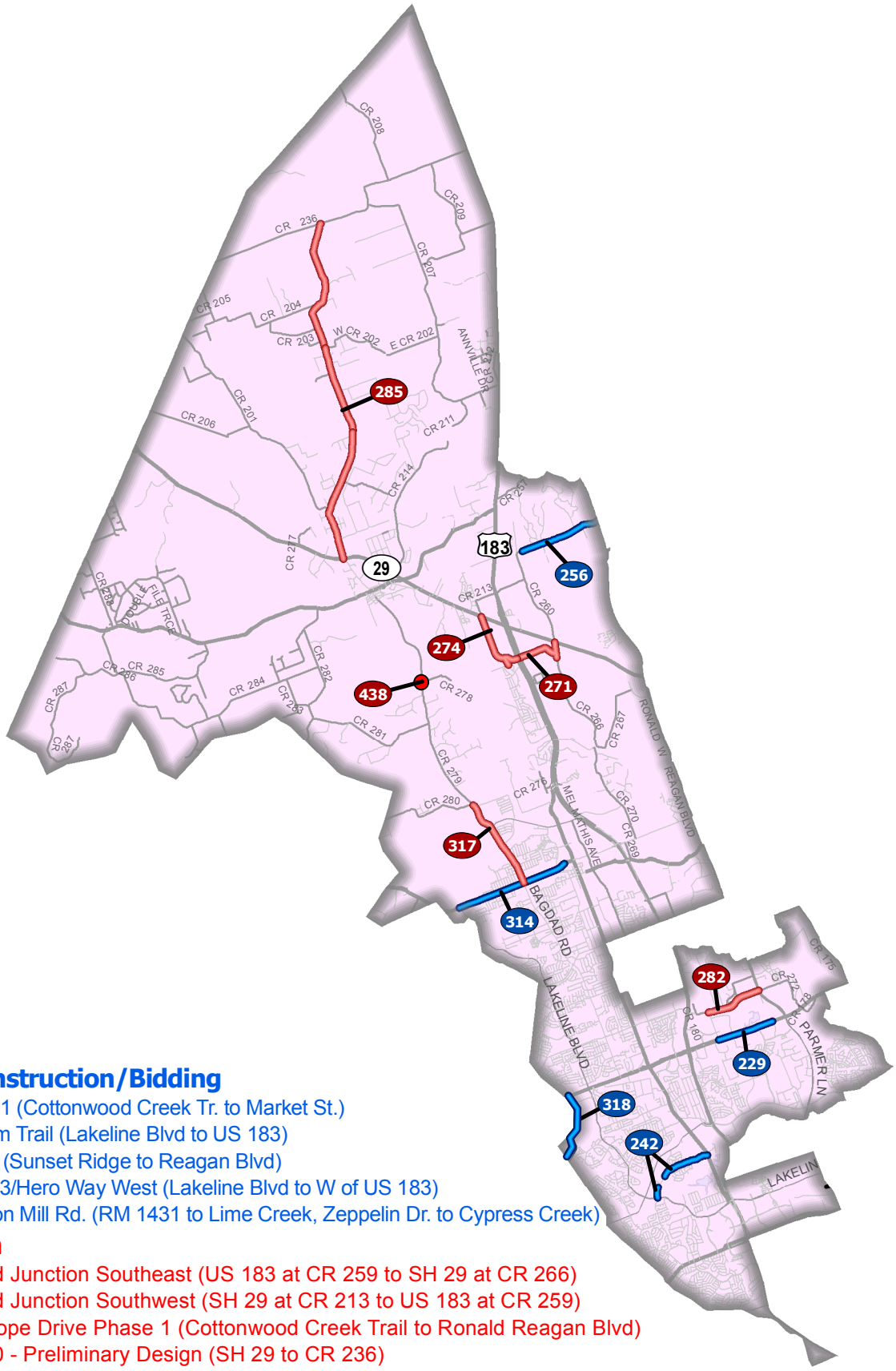
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 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)
2.52 RM 1431 at Parmer/ Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
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

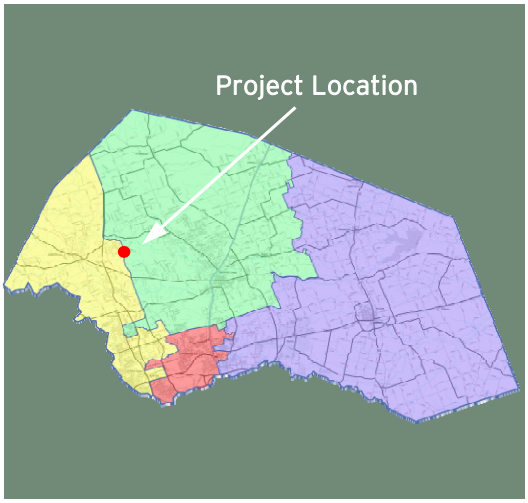



## Under Construction/Bidding

229 RM 1431 (Cottonwood Creek Tr. to Market St.)
242 Little Elm Trail (Lakeline Blvd to US 183)
256 CR 258 (Sunset Ridge to Reagan Blvd)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)
318 Anderson Mill Rd. (RM 1431 to Lime Creek, Zeppelin Dr. to Cypress Creek)

## In Design

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)
438 Bagdad Road at CR 278




**CR 258**
(Sunset Ridge to Ronald Reagan Blvd.)

Project Length: 1.75 Miles
Roadway Classification: Suburban Collector

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

## NOVEMBER 2016 IN REVIEW

**11/04/2016:** Chasco excavated and installed driveway culverts. The Contractor is excavating and installing the 18" steel sleeve for the Shipman property just west of Ronald Reagan. Shaping the slope, placing topsoil and cleanup of the spoil piles generated from the water line installation continue throughout the project. The relocation of utilities is ongoing (PEC and AT&T).

**11/11/2016:** Chasco had the faulty valve replaced and the water line testing is underway between San Gabriel Oaks and Ronald Reagan.

**11/18/2016:** The water line testing has been completed and new services are installed between San Gabriel Oaks and Ronald Reagan. The installation of Mr. Shipman's sleeve was completed. The relocation of utilities is ongoing (PEC and AT&T).

**11/23/2016:** The final water line tie-in at Rock House Rd has been completed. The Contractor installed the driveway culvert for Drwy 28 and demoed and removed the old water line vault at the west end of the project. Topsoil is continuing to be placed in the ditch between Private Road 907 and culvert 1. Clean-up continues for the spoil piles throughout the project. The relocation of utilities is ongoing (PEC and AT&T).

Design Engineer: Civil Engineering Consultants/Cobb Fendley
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 | 5/10/2016 | 7/29/2016 | 8/8/2016 | | | | 360 | 0 | 360 |

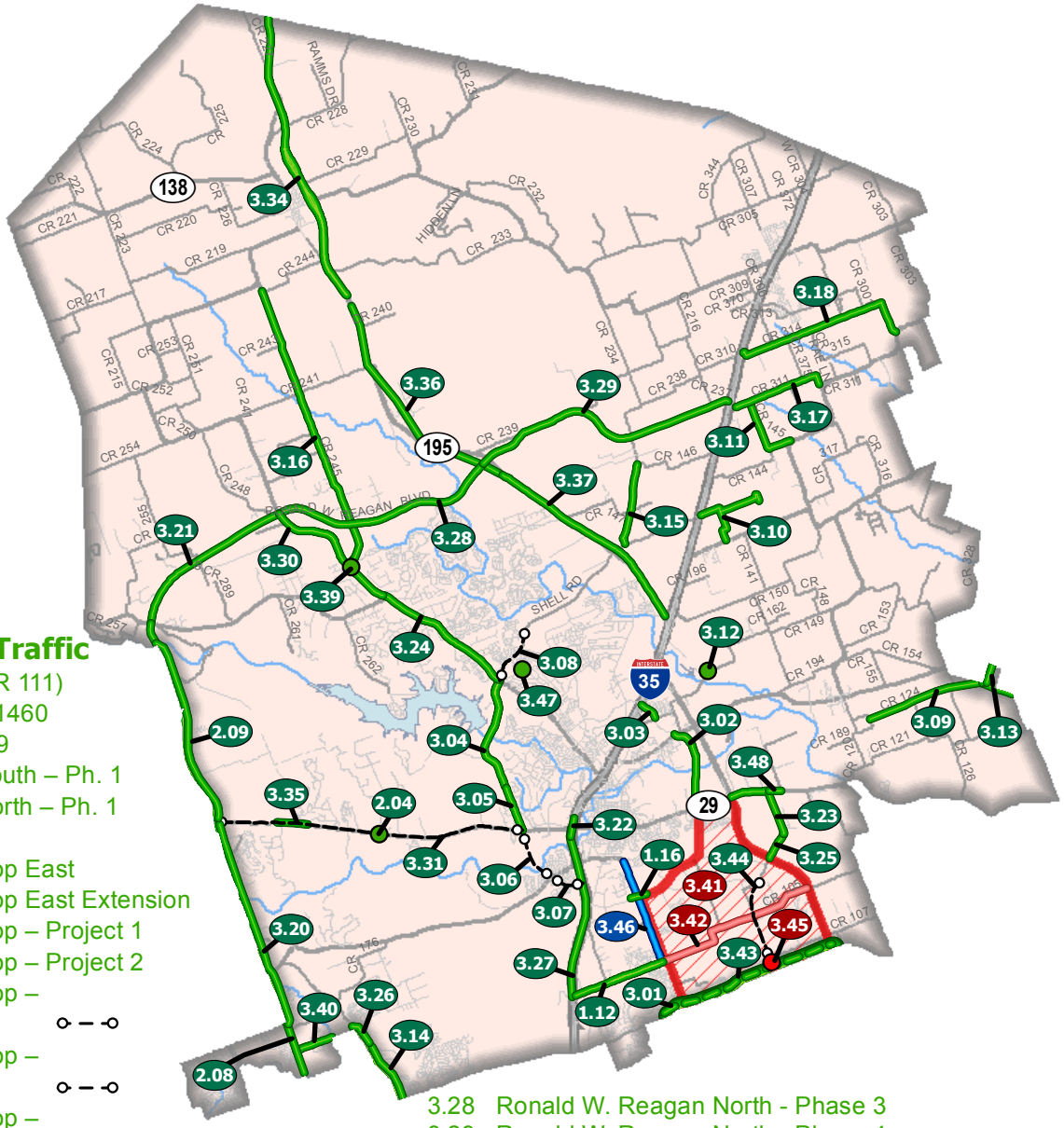
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/1/2016 | 7/31/2016 | 0 | $204,692.63 | $204,692.63 | $22,743.63 | $22,743.63 | 4 | 0 |
| 2 | 8/8/2016 | 8/31/2016 | 24 | $647,625.15 | $852,317.78 | $94,701.98 | $117,445.61 | 17 | 7 |
| 3 | 9/1/2016 | 9/30/2016 | 30 | $768,046.95 | $1,620,364.73 | $85,338.55 | $202,784.16 | 31 | 15 |
| 4 | 10/1/2016 | 10/31/2016 | 31 | $523,476.94 | $2,143,841.67 | $58,164.10 | $260,948.26 | 41 | 24 |
| 5 | 11/1/2016 | 11/30/2016 | 30 | $98,689.54 | $2,242,531.21 | $10,965.50 | $271,913.76 | 43 | 32 |

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 10/4/2016 | 9,660.00 | 9,660.00 |

4B: Third Party Accommodation. Third Party Requested Work. This Change Order adds an encasement pipe crossing for a future waterline under CR 258 at Station 160+50. The installation of the additional encasement pipe was requested by the Property owner for future water service. The additional cost of the encasement pipe will be deducted from the Right of Way acquisition agreement with the property owner.

Adjusted Price = $5,818,516.58

# 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

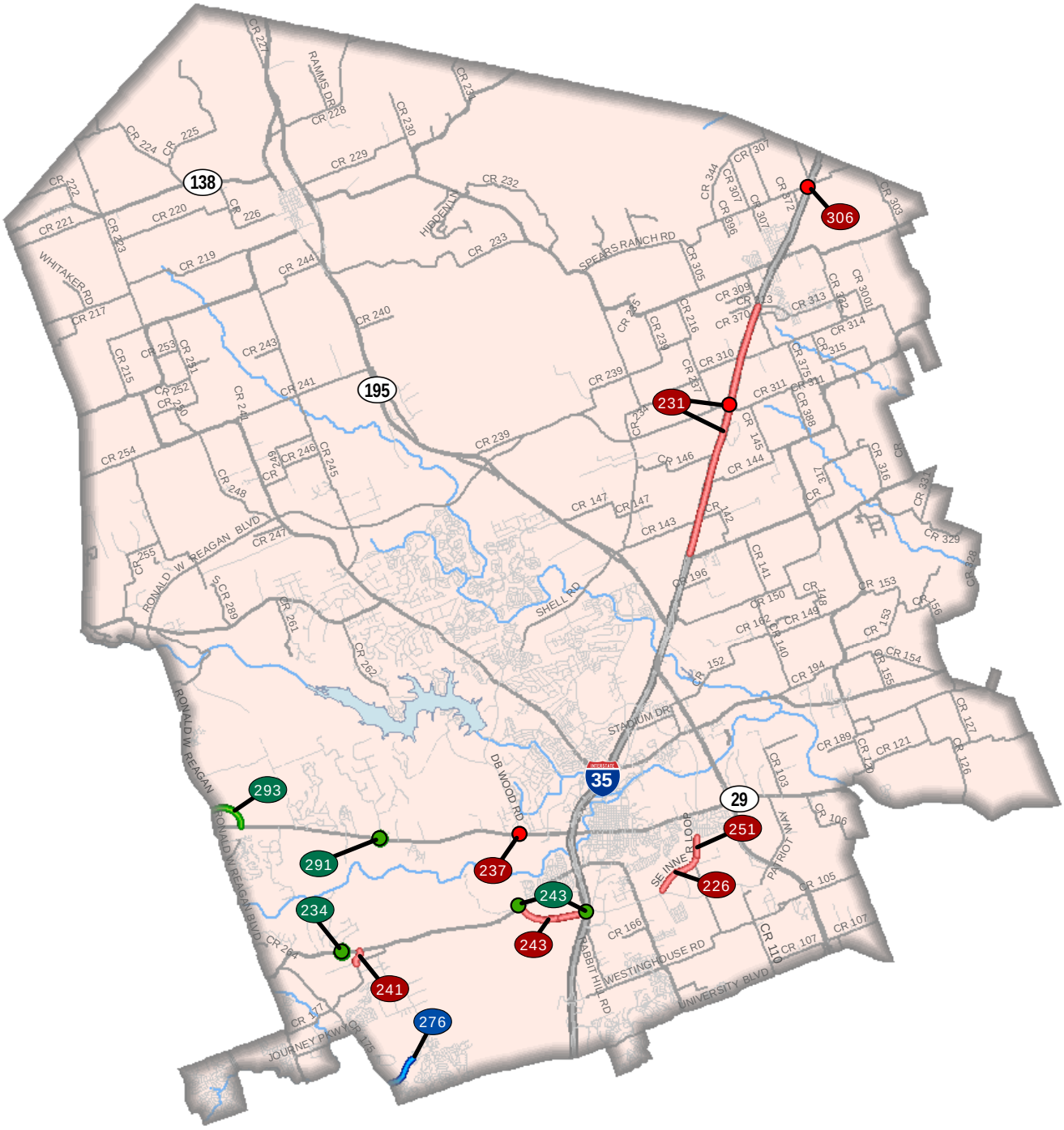
## Under Construction/Bidding

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

234 RM 2243 At Escalera Parkway
243 Southwest Bypass Driveways
291 SH 29 At Cedar Hollow
293 Kauffman Loop Phase 1
(NE quadrant of Reagan at SH 29)

## Under Construction / Bidding

276 Arterial H Extension Phase 1
(CR 175 to Massey Way)

## 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
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)

**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 | $46,481.44 | $50,612.19 | 82 | 113 |
| 3 | 10/7/2015 | 6/24/2016 | 0 | $62,633.56 | $518,143.25 | $6,959.28 | $57,571.47 | 93 | 113 |

12/2/2016 Comments - A letter has been issued to the Contractor notifying them of the items outstanding.

| 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

**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 | 8/5/2016 | | | 65 | 21 | 86 |

| 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 | 23 |
| 2 | 6/1/2016 | 7/8/2016 | 38 | $90,405.90 | $163,776.15 | $10,045.10 | $18,197.35 | 63 | 67 |
| 3 | 7/9/2016 | 8/5/2016 | 28 | $58,873.05 | $222,649.20 | $6,541.45 | $24,738.80 | 86 | 100 |
| 4 | 8/6/2016 | 8/31/2016 | 0 | $33,694.79 | $256,343.99 | $3,743.87 | $28,482.67 | 99 | 100 |

12/2/2016 Comments - The Contractor is submitting final documents for final payment and Acceptance.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 10/25/2016 | -2,355.24 | -2,355.24 |

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. 1A: Design Error or Omission. Incorrect PS&E. Due to quantity differences between field conditions and the plans, the actual embankment placed was 49% more than the bid quantity.

Adjusted Price = $287,626.66

**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 | 6/3/2016 (Limited) | | | | | 180 | 0 | 180 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6/1/2016 | 6/30/2016 | 0 | $134,198.10 | $134,198.10 | $14,910.90 | $14,910.90 | 5 | 0 |
| 2 | 7/1/2016 | 7/31/2016 | 0 | $182,746.89 | $316,944.99 | $35,216.11 | $50,127.01 | 11 | 0 |
| 3 | 8/1/2016 | 8/31/2016 | 0 | $93,893.40 | $410,838.39 | $10,432.60 | $60,559.61 | 15 | 0 |
| 4 | 9/1/2016 | 9/30/2016 | 0 | $206,817.21 | $617,655.60 | $22,979.69 | $83,539.30 | 22 | 0 |

Adjusted Price = $3,210,934.80

**RM 2243 at Escalera and SH 29 at Cedar Hollow RTLs**
**Project No. 1604-067**

Original Contract Price = $355,279.00

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 5/25/2016 | 6/7/2016 | 6/25/2016 | 7/5/2016 | 8/29/2016 | | | 120 | 0 | 120 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 7/5/2016 | 7/31/2016 | 27 | $140,772.28 | $140,772.28 | $15,641.36 | $15,641.36 | 51% | 23 |

12/2/2016 Comments - Documents for Aceptance have been received excpet for the final pay estimate.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/29/2016 | -47,857.16 | -47,857.16 |

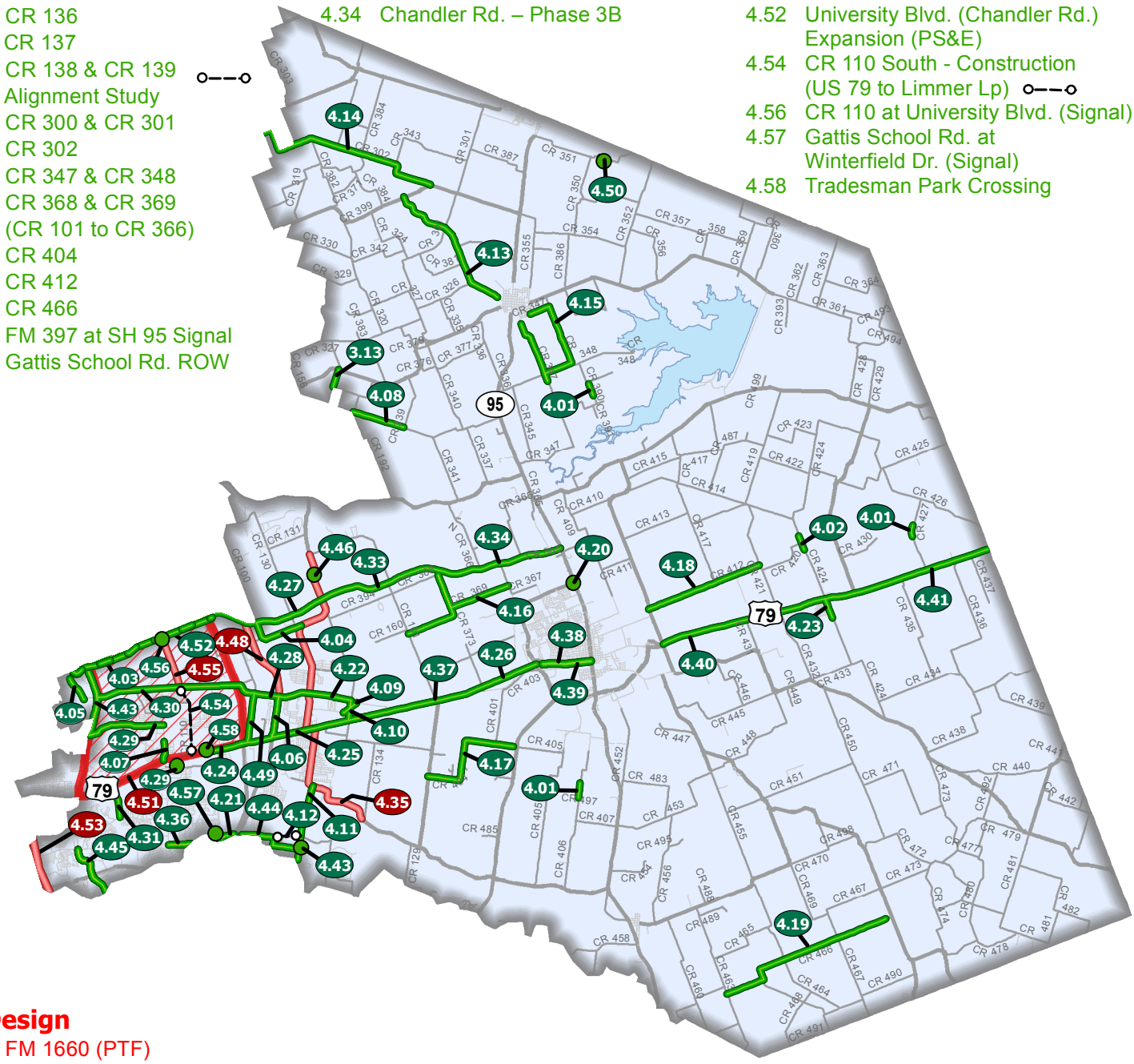
2E: Differing Site Conditions (unforseeable). Miscellaneous difference in site conditions (unforseeable). This Change Order provides the final balancing for the overrun/underrun of Contract quantities on the project as a result of addressing field conditions not accounted for in the original plans.

Adjusted Price = $307,421.84

# 2006 Road Bond Program Projects
# Precinct 4 - Commissioner Madsen

## Completed/Open to Traffic

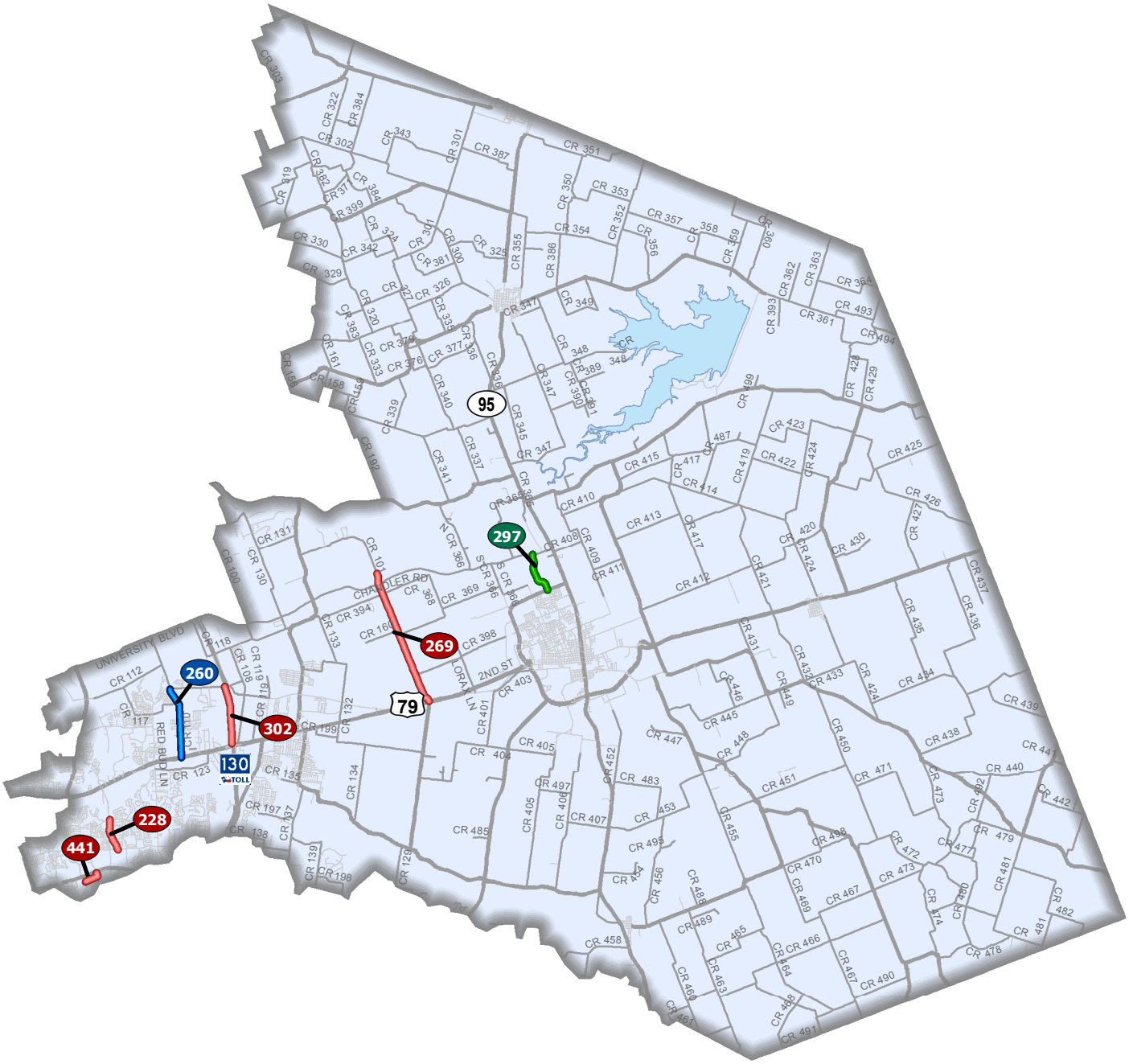
3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 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 – Phase 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)
4.54 CR 110 South - Construction (US 79 to Limmer Lp)
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing




## 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
4.55 CR 110 Middle (North of Limmer Loop to CR 107)

# 2013 Road Bond Program Projects
# Precinct 4 - Commissioner Madsen




## Completed/Open to Traffic

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

## Under Construction/Bidding

260 CR 110 South (US 79 to Limmer Loop)

## 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)
441 Roundville Lane (A.W. Grimes Blvd. to EBFR of SH 45)

**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 | 6 | 96 |

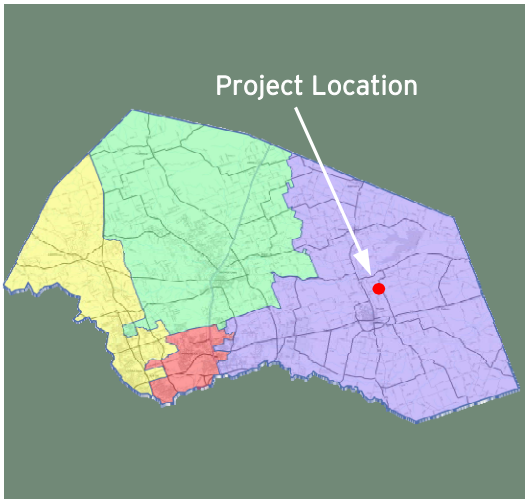
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 3/21/2016 | 4/30/2016 | 41 | $23,553.00 | $23,553.00 | $2,617.00 | $2,617.00 | 8 | 43 |
| 2 | 5/1/2016 | 5/31/2016 | 31 | $35,329.50 | $58,882.50 | $3,925.50 | $6,542.50 | 20 | 75 |
| 3 | 6/1/2016 | 6/24/2016 | 24 | $195,889.50 | $254,772.00 | $21,765.50 | $28,308.00 | 88 | 100 |
| 4 | 6/25/2016 | 9/30/2016 | 0 | $32,280.08 | $287,052.08 | $3,589.68 | $31,897.68 | 99 | 100 |

12/2/2016 Comments - The Contractor is working on punchlist items.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 01 | 11/29/2016 | -7,856.20 | -7,856.20 |

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. 2J: Differing Site Conditions (unforeseeable). Other. This change order also adds time to the contract to cover the time it took the electrical service application and installation to be completed at the Gattis School site for Williamson County.

Adjusted Price = $320,946.75




**Bill Pickett Trail**
(East Williamson County Access Road)

Project Length: 1.4 Miles
Roadway Classification: Minor Arterial

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

## NOVEMBER 2016 IN REVIEW

**11/04/2016:** Cox Commercial Construction is finishing placing topsoil on Chandler Road and the north end of Bill Pickett Trail. Subcontractor Roadway Specialties, Inc. installed the metal beam guard fence at the Turkey Creek Bridge. Subcontractor Greater Austin completed the ribbon curb and concrete mow strips at the Turkey Creek Bridge. Subcontractor Austin Materials finished the surface hot mix on the project. Subcontractor Flasher continues installing permanent signs.

**11/11/2016:** Subcontractor Flasher striped Bill Pickett Trail and Chandler Road and opened the road to traffic. A Ribbon Cutting was held 11/10/16.

**11/18/2016:** The Contractor is placing topsoil on the north end of the project and grading in preparation for the remainder of the rock riprap to be installed. The Contractor is also working on punchlist items.

**11/23/2016:** Subcontractor Flasher installed Dead-End Barricades at Driveway #2 (unfinished Expo Center entrance). Subcontractor Roadway Specialties, Inc. is installing the remainder of the rock riprap at the Turkey Creek Bridge and will seed and place soil retention blanket on the remainder of the project. Substantial Completion was granted as of 11/11/2016.

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 | 11/11/2016 | | | 100 | 30 | 130 |

| 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 | 15 |
| 2 | 6/1/2016 | 6/30/2016 | 30 | $268,272.41 | $911,378.21 | $29,808.05 | $101,264.25 | 28 | 38 |
| 3 | 7/1/2016 | 7/31/2016 | 31 | $378,390.33 | $1,289,768.54 | $42,043.37 | $143,307.62 | 39 | 62 |
| 4 | 8/1/2016 | 8/31/2016 | 31 | $476,356.92 | $1,766,125.46 | $52,928.54 | $196,236.16 | 53 | 86 |
| 5 | 9/1/2016 | 9/30/2016 | 30 | $463,467.16 | $2,229,592.62 | $51,496.35 | $247,732.51 | 67 | 109 |
| 6 | 10/1/2016 | 10/31/2016 | 31 | $776,046.85 | $3,005,639.47 | $137,723.78 | $385,456.29 | 92 | 133 |
| 7 | 11/1/2016 | 11/30/2016 | 30 | $150,073.08 | $3,155,712.55 | $86,227.43 | $471,683.72 | 99 | 156 |

12/2/2016 Comments - Substantial Completion was granted on 11/11/2016. The Contractor is working on the punchlist items.

| 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.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 8/9/2016 | 3,305.00 | 3,219.20 |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order adds a new contract item to change the Type C SAC A PG 76-22 surface asphalt to Type D SAC B PG 70-22 surface asphalt which provides a cost savings to the County. 1A: Design Error or Omission. Incorrect PS&E. This Change Order adds asphalt quantity for the school driveway to account for a 4" thickness rather than 2" inadvertently included in the plans. 6B: Untimely ROW/Utilities. Right of Way not clear (County responsible for ROW). Thirty days are being added for delays associated in acquiring Right of Way.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 9/6/2016 | -102,204.38 | -98,985.18 |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized by using fertilizer and soil retention blanket in lieu of the Erosion Control Compost at a substantial cost savings for the County.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 04 | 9/20/2016 | -24,873.50 | -123,858.68 |

3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order replaces the Tier II Asphalt and Type D Grade 5 Sac B Aggregate in the contract with a Hot-Applied Non-Tracking Underseal (TFT-H). This is a substitution for a traditional underseal and eliminates the need for aggregate in the application process.

Adjusted Price = $3,682,274.62

**Commissioners Court - Regular Session** **28.**

**Meeting Date:** 12/20/2016

Inner Loop at Central Maintenance Bridgefarmer Contract Amendment 3

**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. 3 for Inner Loop @ WilCo Central Maintenance project for Engineering Services between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.

**Background**

Includes new rate schedule for Maldonado-Burkett Intelligent Transportation Systems, LLP an Illumination design consultant to complete requested work. Also adds $45,000.00 additional budget to complete the illumination design and the City of Georgetown requested modifications to the roadway plans to protect in place exiting City waterline as well as some changes to the roadside ditches.

---

**Fiscal Impact**

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

**Attachments**

InnerLoopCentralMain-Bridgefarmer-ContractAmendment3

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Marie Walters | | Started On: 12/15/2016 11:05 AM |
| Final Approval Date: 12/15/2016 | | |

# CONTRACT AMENDMENT NO. 3
# TO
# WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

**WILLIAMSON COUNTY ROAD BOND PROJECT:**
**Inner Loop @ Wilco Central Maintenance ("Project")** P251

THIS CONTRACT AMENDMENT NO. 3 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 Bridgefarmer & Associates, 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 August 17, 2016 (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 $285,000; and,

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

WHEREAS, it has become necessary to amend the Contract.

**AGREEMENT**

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

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $285,000 to $330,000.

II. 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

Mansoor Ahsan, P.E.
Printed Name

Chief Executive Officer
Title

11/28/16
Date

**COUNTY:**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
M 11/30/2016

# Exhibit D - Rate Schedule
# Engineering Design
# Maldonado-Burkett Intelligent Transportation Systems, LLP

| Engineering | Billing Rate (Per Hour) |
|---|---|
| Principal in Charge | $261.90 |
| Project Manager | $214.72 |
| Engineer-in-Training (EIT) | $128.91 |
| Engineering Technician | $110.49 |
| Admin/Clerical | $76.73 |

**Commissioners Court - Regular Session** **29.**

**Meeting Date:** 12/20/2016

Sheriff's Office Training Center - Guaranteed Maximum Price

**Submitted By:** Gina Wrehsnig, Facilities Maintenance

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving a Guaranteed Maximum Price Proposal from American Constructors, Inc. for the Williamson County Sheriff's Office Training Facility.

**Background**

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**Fiscal Impact**

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

**Attachments**

SOTC GMP

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Gina Wrehsnig | | Started On: 12/13/2016 01:32 PM |
| Final Approval Date: 12/14/2016 | | |

AMERICAN CONSTRUCTORS

December 6, 2016

Bob Lubecker
Project Manager
Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

Dear Bob:

Enclosed please find our GMP Proposal for the new Sheriff's Office Training Center. We look forward to successfully constructing this facility for the County.

Please let me know if you have any questions.

Sincerely,

Grant F. Hutton
Senior Preconstruction Manager

11900 WEST PARMER LANE · SUITE 200 · CEDAR PARK, TEXAS 78613
(512) 328-2026 · FAX (512) 328-2520 · WWW.ACITEXAS.COM

# TABLE OF CONTENTS

COVER LETTER

TAB 1 – GUARANTEED MAXIMUM PRICE PROPOSAL

TAB 2 – EXECUTIVE PROJECT SUMMARY

TAB 3 – PROJECT TEAM

TAB 4 – LIST OF DOCUMENTS

TAB 5 – QUALIFICATIONS AND CLARIFICATIONS

TAB 6 – GMP PROPOSAL COST BREAKDOWN

TAB 7 – MASTER PROJECT SCHEDULE (SUMMARY LEVEL)

# TAB 1

# GUARANTEED MAXIMUM PRICE PROPOSAL

American Constructors, Inc. (the "Construction Manager") hereby submits to Williamson County, Texas (the "Owner") for the use and benefit of Owner pursuant to the provisions of the Agreement Between Owner and Construction Manager-at-Risk dated December 17, 2015 (the "Agreement"), a Guaranteed Maximum Price (GMP) proposal for the construction of the Sheriff's Office Training Center, (the "Project", as defined in the Agreement), based on the Contract Documents (as defined by the Agreement) developed for the Project, as follows:

1. A not-to-exceed amount for the Cost of the Work pursuant to the Agreement:

   $ 6,507,580.00

2. A not-to-exceed amount for the General Conditions Cost of the Work pursuant to the Agreement:

   $ 502,053.00

3. A not-to-exceed amount for the Insurance Cost of the Work (Umbrella, GL, Auto, BR, Owner Protective, and GC Bond) pursuant to the Agreement:

   $ 205,559.00

4. A not-to-exceed amount for the Construction Contingency pursuant to the Agreement:

   $ 285,095.00

5. A not-to-exceed amount for the Owner's Contingency pursuant to the Agreement (This is an amount from which changes are to be paid in accordance with the Uniform General Conditions for Williamson County ("General Conditions"), the Supplementary or other Conditions. Any unused amount will be deducted from the Guaranteed Maximum Price by Change Order.):

   $ 285,095.00

6. The Construction Manager's Fee of 2.79% of the Cost of the Work, which based on the Cost of the Work above, calculates as:

   $ 209,258.00

7. TOTAL OF ITEMS 1 THROUGH 6:
   The total sum of the above Items 1-6, which is set forth below, is the Guaranteed Maximum Price (GMP) which the Construction Manager hereby guarantees to the Owner for constructing the Project complete in place and operational in accordance with the Contract Documents. All attached breakdowns shall total this GMP amount.

   GMP: $ 7,994,640

Construction Manager hereby guarantees to the Owner not to exceed the GMP amount, subject to additions or deductions as provided in the Contract Documents. Except for additions or deductions as provided in the Contract Documents, costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**Contract Time**

The date for achieving Substantial Completion of the Project shall be:

332 calendar days from Notice to Proceed with Construction
on or after January 16, 2017.

This GMP Proposal may not be withdrawn for a period of ninety (90) days from the date of receipt of this offer by the Owner.

The Construction Manager further agrees to pay, as Liquidated Damages, to Owner the sum of One Thousand dollars ($1,000.00) per calendar day for failure to complete the work within the contracted time in accordance with the Agreement.

All terms and conditions of the Agreement are hereby adopted and incorporated into this GMP Proposal. Any exceptions to or modifications of the terms and conditions of the Agreement shall not be effective unless they are expressly stated and conspicuously identified in this GMP Proposal and are specifically accepted and approved by the Owner. Otherwise, proposed revisions or modifications to the language, terms or conditions of the Agreement will not be accepted.

BY SIGNING BELOW, Construction Manager and Owner have executed and bound themselves to this Guaranteed Maximum Price (GMP) Proposal.

ACCEPTED AND EXECUTED this_____ day of _____, 20___.

| OWNER: | CONSTRUCTION MANAGER: |
|---|---|
| WILLIAMSON COUNTY, TEXAS,<br>a political subdivision of the state of Texas | AMERICAN CONSTRUCTORS, INC. |
| By: _____ | By: _____ |
| Printed Name: Dan A. Gattis | Printed Name: Martin A. Burger |
| Title: Williamson County Judge | Title: Vice-President |

# TAB 2

# 2 — EXECUTIVE PROJECT SUMMARY

Construction of a new 23,846 SF training center located at 8160 Chandler Road in Hutto, TX. The site is an undeveloped parcel located east of the existing county shooting range. This new facility incorporates new offices, briefing room, locker rooms, armory, SWAT storage, meeting rooms, and rooms for defense tactics, driving simulator, MILO range simulator and weight training. The facility is a single story building with a structured concrete first floor and a crawl space below due to the high PI soil conditions. The structure is steel with masonry/metal panel/glass at the exterior.

Based on a receipt of a notice to proceed to start on January 16, 2017 the project will complete December 15, 2017.

# TAB 3

# 3 – PROJECT TEAM

The American Constructors project team for the Williamson County Sheriff's Office Training Center is as follows:

### JOE CHARLTON, PROJECT DIRECTOR

jcharlton@acitexas.com

Responsible for management of project at strategic level. Provides a single point of accountability to deliver project in accordance with project commitments. Has full project authority to manage and direct assigned project resources and make decisions regarding project direction.

### GRANT HUTTON, PRE-CONSTRUCTION MANAGER

ghutton@acitexas.com

Responsible for estimating, value engineering, constructability/feasibility evaluations, construction/ design coordination, scheduling, buyout, and contracting.

### TOM SATORI, SENIOR PROJECT MANAGER

tsatori@acitexas.com

Coordinate work across the project site, overseeing project manager. Ensures processes are followed and goals are met.

### DUSTIN WIEGERS, PROJECT MANAGER

dweigers@acitexas.com

Responsible for overall management and coordination of the project. Oversees scheduling, cost management, owner/designer/subcontractor relations, quality control, and timely completion of the project.

### GRANT HULING, SUPERINTENDENT

ghuling@acitexas.com

Will supervise and coordinate all field activities. Responsible for site management of construction activities including scheduling, supervision of labor, and coordination of subcontractors.

# TAB 4

WILLIAMSON COUNTY SHERIFF'S OFFICE AND TRAINING CENTER 12/1/2016
EXHIBIT "A"
JOB #899

| Sheet Number | INDEX OF DRAWINGS | Current Date |
|---|---|---|
| | | |
| | SPECIFICATIONS | |
| | Project Manual | 10/28/16 |
| | | |
| | | |
| | GENERAL | |
| CVR | Cover Sheet | 10/28/16 |
| | | |
| | | |
| | ELECTRICAL | |
| E111 | Schedules, Notes, And Legends- Electrical | 10/28/16 |
| E112 | Schedules- Electrical | 10/28/16 |
| E113 | Riser Diagrams- Electrical | 10/28/16 |
| E114 | Schedules - Electrical | 10/28/16 |
| E115 | Details - Electrical | 10/28/16 |
| E211 | Floor Plan- Lighting | 10/28/16 |
| E212 | Floor Plan - Crawl Space - Lighting | 10/28/16 |
| E213 | Floor Plan - Support Blg. - Lighting | 10/28/16 |
| E311 | Floor Plan- Power | 10/28/16 |
| E411 | Roof Plan- Power | 10/28/16 |
| | | |
| | | |
| | SECURITY | |
| SC001 | Legend And Notes- Security | 10/28/16 |
| SC101 | Floor Plan- Security | 10/28/16 |
| SC301 | Door Details- Security | 10/28/16 |
| SC401 | General Details- Security | 10/28/16 |
| | | |
| | | |
| | SEPTIC | |
| WW-1 | Overall Site Plan | 10/28/16 |
| WW-2 | Field Layout | 10/28/16 |
| WW-3 | Plan And Details | 10/28/16 |
| WW-4 | Details And Notes | 10/28/16 |
| WW-5 | Details And Notes | 10/28/16 |
| WW-6 | Calculations And Details | 10/28/16 |
| WW-7 | Calculations And Details | 10/28/16 |
| WW-8 | Control Details | 10/28/16 |
| WW-9 | Drip Irrigation Hydraulic Unit Details | 10/28/16 |
| WW-10 | Drip Irrigation Hydraulic Unit Details | 10/28/16 |
| | | |
| | | |

WILLIAMSON COUNTY SHERIFF'S OFFICE AND TRAINING CENTER
EXHIBIT "A"
JOB #899

12/1/2016

| | | |
|---|---|---|
| | TELECOMMUNICATIONS | |
| T001 | Schedules, Notes, And Legends- Electrical | 10/28/16 |
| T100 | Schedules- Electrical | 10/28/16 |
| T101 | Riser Diagrams- Electrical | 10/28/16 |
| T301 | Floor Plan- Lighting | 10/28/16 |
| T401 | Floor Plan- Power | 10/28/16 |
| | | |
| | | |
| | STRUCTURAL | |
| S1.1 | Abreviations, Symbols& General Notes | 10/28/16 |
| S1.2 | General Notes | 10/28/16 |
| S2.1 | Roof Framing Plans | 10/28/16 |
| S2.2 | Alternate No.1- Support Building Plans | 10/28/16 |
| S2.3 | High Roof & Englarged Framing Plans | 10/28/16 |
| S2.4 | Alternate No.1- Support Building Plans | 10/28/16 |
| S3.1 | Typical Foundation Details | 10/28/16 |
| S3.2 | Typical Foundation Details | 10/28/16 |
| S3.3 | Foundation Details | 10/28/16 |
| S4.1 | Typical Steel Connection Details | 10/28/16 |
| S4.2 | Typical Steel Column Details | 10/28/16 |
| S4.3 | Roof Details | 10/28/16 |
| S4.4 | Roof Details | 10/28/16 |
| S5.1 | Wind Brace Elevations | 10/28/16 |
| S6.1 | Support Building Sections & Details | 10/28/16 |
| | | |
| | | |
| | MECHANICAL | |
| M111 | Schedules, Notes, And Legends- Mechanical | 10/28/16 |
| M112 | Schedules- Mechanical | 10/28/16 |
| M113 | Schedules- Mechanical | 10/28/16 |
| M114 | Details- Mechanical | 10/28/16 |
| M115 | Details- Mechanical | 10/28/16 |
| M211 | Floor Plan- Mechanical | 10/28/16 |
| M213 | Floor Plan - Support Bldg. - Mechanical | 10/28/16 |
| M311 | Mechanical Sections | 10/28/16 |
| | | |
| | | |
| | PLUMBING | |
| P111 | Schedules, Notes, And Legends- Plumbing | 10/28/16 |
| P112 | Details- Plumbing | 10/28/16 |
| P113 | Details- Plumbing | 10/28/16 |
| P211 | Floor Plan- Plumbing- Waste | 10/28/16 |
| P212 | Floor Plan- Plumbing- Supply | 10/28/16 |
| P411 | Roof Plan- Plumbing | 10/28/16 |
| | | |

WILLIAMSON COUNTY SHERIFF'S OFFICE AND TRAINING CENTER
EXHIBIT "A"
JOB #899

| | | |
|---|---|---|
| | CIVIL | |
| C2 | General Notes | 10/28/16 |
| C3 | Erosion And Sedimentation Control Plan | 10/28/16 |
| C4 | Erosion Control Notes And Details | 10/28/16 |
| C5 | Site Paving And Dimension Control Plan | 10/28/16 |
| C6 | Site Paving And Dimension Control Details | 10/28/16 |
| C7 | Overall Grading And Drainage Plan | 10/28/16 |
| C8 | Grading And Drainage Plan (1 Of 3) | 10/28/16 |
| C9 | Grading And Drainage Plan (2 Of 3) | 10/28/16 |
| C10 | Grading And Drainage Plan (3 Of 3) | 10/28/16 |
| C11 | Detention Pond Plan And Drainage Details | 10/28/16 |
| C12 | Detention Pond Sections | 10/28/16 |
| C13 | Drainage And Wet Well Details | 10/28/16 |
| C14 | Outfall Structure Plan And Sections | 10/28/16 |
| C15 | Existing Drainage Area Map | 10/28/16 |
| C16 | Proposed Drainage Area Map | 10/28/16 |
| C17 | Proposed Onsite Drainage Area Map, Culvert & Ditch Calculati | 10/28/16 |
| C18 | Waterline A Plan And Profile (1 Of 5) | 10/28/16 |
| C19 | Waterline A Plan And Profile (2 Of 5) | 10/28/16 |
| C20 | Waterline A Plan And Profile (3 Of 5) | 10/28/16 |
| C21 | Waterline A Plan And Profile (4 Of 5) | 10/28/16 |
| C22 | Waterline A Plan And Profile (4 Of 5) | 10/28/16 |
| C23 | Water Service And Wastewater Plan | 10/28/16 |
| C24 | Water Details | 10/28/16 |
| C25 | Water Details (2 Of 2) | 10/28/16 |
| C26 | Dry Utility Plan | 10/28/16 |
| C27 | Screen Wall Plan View | 10/28/16 |
| C28 | Screen Wall Details | 10/28/16 |
| C29 | Traffic Control | 10/28/16 |
| C30 | Landscape Plan | 10/28/16 |
| C31 | Landscape Notes and Details | 10/28/16 |
| | | |
| | | |
| | AUDIO VISUAL | |
| AV001 | Legend And Notes- Audio Visual | 10/28/16 |
| AV101 | Floor Plan- Audio Visual | 10/28/16 |
| AV201 | Rcp- Audio Visual | 10/28/16 |
| AV401 | General Details- Audio Visual | 10/28/16 |
| AV402 | General Details- Audio Visual | 10/28/16 |
| AV403 | General Details- Audio Visual | 10/28/16 |
| | | |
| | | |
| | ARCHITECTURAL | |

WILLIAMSON COUNTY SHERIFF'S OFFICE AND TRAINING CENTER 12/1/2016
EXHIBIT "A"
JOB #899

| | | |
|---|---|---|
| A000 | Texas Accessibility Standards (Tas) | 10/28/16 |
| A021 | Code Plan | 10/28/16 |
| A100 | Site Plan | 10/28/16 |
| A101 | Site Details | 10/28/16 |
| A102 | Site Details | 10/28/16 |
| A103 | Alternate No. 1 - Support/Storage | 10/28/16 |
| A104 | Alternate No. 1 - Support/Storage | 10/28/16 |
| A201 | Slab Edge Plan | 10/28/16 |
| A211 | Floor Plan Wall Types And Dimensions | 10/28/16 |
| A212 | Floor Plan Equipment And Interior Elevations | 10/28/16 |
| A270 | Enlarged Floor Plans | 10/28/16 |
| A290 | Roof Plan | 10/28/16 |
| A291 | Roof Details | 10/28/16 |
| A301 | Reflected Ceiling Plan | 10/28/16 |
| A311 | Ceiling Details | 10/28/16 |
| A401 | Buiding Elevations | 10/28/16 |
| A501 | Building Sections | 10/28/16 |
| A511 | Wall Sections | 10/28/16 |
| A601 | Plan Details | 10/28/16 |
| A701 | Partition Types | 10/28/16 |
| A702 | Door Schedule Door Types | 10/28/16 |
| A703 | Door Details | 10/28/16 |
| A704 | Door Details | 10/28/16 |
| A800 | Finish Schedule& Equipment Schedule, Notes& Legend | 10/28/16 |
| A811 | Floor Finish Plan | 10/28/16 |
| A821 | Finish Details | 10/28/16 |
| A901 | Interior Elevations | 10/28/16 |
| A902 | Interior Elevations | 10/28/16 |
| A903 | Interior Elevations | 10/28/16 |
| A921 | Millwork Sections | 10/28/16 |
| | | |

# WILLIAMSON COUNTY SHERIFF'S TRAINING CENTER
## PROJECT MANUAL

### TABLE OF CONTENTS


NO. OF PAGES

Title Page ..... 1
Table of Contents ..... 5

Refer to Conditions of the Contract, AIA A201, with Supplements .....

**DIVISION 0 OWNVER PROVIDED PROJECT INFORMATION**
00 31 10 - Geotech Report ..... 60

**DIVISION 1 - GENERAL REQUIREMENTS**

01 01 00 - Summary of Work ..... 2
01 02 50 - Measurement & Payment ..... 4
01 03 00 - Alternates ..... 1
01 04 00 - Coordination ..... 2
01 04 50 - Cutting & Patching ..... 3
01 05 00 - Field Engineering ..... 2
01 06 00 - Regulatory Requirements ..... 1
01 20 00 - Project Meetings ..... 3
01 31 00 - Project Management & Coordination ..... 5
01 32 00 - Construction Progress Documentation ..... 5
01 33 00 - Submittal Procedures ..... 9
01 40 00 - Quality Requirements ..... 6
01 42 00 - References ..... 6
01 45 29 - Testing Laboratory Service ..... 10
01 50 00 - Construction Facilities and Temporary Controls ..... 5
01 58 00 - Project Identification and Signs ..... 2
01 60 00 - Materials and Equipment ..... 5
01 70 00 - Contract Closeout ..... 4
01 71 00 - Cleaning ..... 2
01 72 00 - Project Record Documents ..... 2
01 73 00 - Operation and Maintenance Data ..... 4
01 74 00 - Warranties and Bonds ..... 2
01 82 00 - Demonstration &Training ..... 5

**DIVISION 2 - EXISTING CONDITIONS**

Not Used

**DIVISION 3 - CONCRETE**

03 10 00 - Concrete Forming and Accessories ..... 5
03 20 00 - Concrete Reinforcing and Embedded Metal Assemblies ..... 4
03 30 00 - Cast-In-Place Concrete ..... 20
03 35 43 - Bonded Abrasive Polished Concrete ..... 7
03 36 60 - Concrete Floor Sealer ..... 3
03 41 13 - Precast Hollow Core Slabs ..... 7

NO. OF PAGES


**DIVISION 4 - MASONRY**

04 05 13 - Masonry Mortar ..... 4
04 22 00 - Concrete Unit Masonry ..... 7
04 40 00 - Stone Cladding ..... 4
04 72 00 - Cast Stone ..... 4

**DIVISION 5 - METALS**

05 01 00 - Miscellaneous Metals ..... 4
05 12 00 - Structural Steel Framing ..... 10
05 21 00 - Steel Joist Framing ..... 4
05 31 23 - Steel Roof Decking ..... 3
05 40 00 - Cold-Formed Metal Stud Framing ..... 10

**DIVISION 6 - WOOD**

06 10 01 - Rough Carpentry ..... 4
06 16 53 - Sheathing ..... 1
06 20 00 - Finish Carpentry ..... 2
06 40 00 - Architectural Woodwork ..... 6

**DIVISION 7 - THERMAL & MOISTURE PROTECTION**

07 13 26 - Blindside Waterproofing ..... 5
07 19 50 - Vapor Barrier ..... 4
07 20 00 - Insulation ..... 4
07 27 20 - Fluid Applied Weather Barrier ..... 8
07 41 05 - Standing Seam Sheet Metal Roofing ..... 7
07 54 23 - TPO Thermoplastic Roof System ..... 6
07 60 00 - Flashing & Sheet Metal ..... 4
07 61 00 - Metal Wall Panels ..... 5
07 72 00 - Roof Hatches ..... 2
07 84 00 - Firestopping ..... 6
07 92 00 - Sealants & Caulking ..... 5

**DIVISION 8 - DOORS & WINDOWS**

08 11 13 - Hollow Metal Doors and Frames ..... 6
08 14 16 - Wood Doors ..... 3
08 29 00 - Access Doors ..... 2
08 36 00 - Overhead Sectional Doors ..... 6
08 40 00 - Entrances and Storefronts ..... 6
08 56 00 - Laminated Polycarbonate Glazing ..... 4
08 70 00 - Hardware ..... 6
08 80 00 - Glazing ..... 6

**DIVISION 9 - FINISHES**

09 29 00 - Gypsum Board Systems ..... 5
09 30 10 - Cermic Tile ..... 8
09 51 23 - Acoustical Ceiling Systems ..... 4
09 52 00 - Acoustical Panels ..... 2

NO. OF PAGES

09 65 00 - Resilient Flooring ..... 3
09 65 50 - Resilient Athletic Flooring ..... 3
09 66 23 - Precast Resinous Matrix Terrazzo Flooring ..... 5
09 68 00 - Carpeting ..... 2
09 90 00 - Painting ..... 16

**DIVISION 10 - SPECIALTIES**

10 00 00 - Miscellaneous Specialties ..... 3
10 15 50 - Toilet Compartments ..... 2
10 22 13 - Wire Mesh Partitions ..... 6
10 42 00 - Plaque ..... 1
10 43 00 - Exterior Signs ..... 3
10 44 00 - Interior Signs ..... 2
10 51 13 - Metal Lockers ..... 3
10 50 10 - Personnel Lockers ..... 3
10 75 16 - Flagpoles ..... 3
10 80 00 - Toilet & Bath Accessories ..... 4

**DIVISION 11 - EQUIPMENT**

11 48 00 - Athletic Equipments ..... 3

**DIVISION 12 - FURNISHINGS**

Not Used

**DIVISION 13 - SPECIAL CONSTRUCTION**

13 31 33 - Framed Shade Structures ..... 4

**DIVISION 14 - CONVEYING SYSTEMS**

**DIVISION 20 - MEP REQUIREMENTS – GENERAL**

20 00 00 - General Provisions ..... 21
20 01 00 - Basic Materials and Methods ..... 14
20 07 00 - Insulation ..... 10

**DIVISION 21 - FIRE SUPPRESSION**

21 00 00 - Fire Protection ..... 7

**DIVISION 22 - PLUMBING**

22 01 00 - Inside Utility Trench Excavation, Backfill and Compaction ..... 3
22 02 00 - Outside Utility Trench Excavation, Backfill and Compaction ..... 3
22 11 16 - Water Distribution System ..... 3
22 11 17 - Water Heaters ..... 2
22 13 16 - Liquid Waste Transfer ..... 5
22 30 00 - Plumbing Fixtures and Trim ..... 5

NO. OF PAGES


**DIVISION 23 - HEATING, VENTILATION & AIR CONDITIONING [HVAC]**

| | | | |
|---|---|---|---|
| 23 05 93 | - | Balancing and Testing | 4 |
| 23 09 00 | - | Controls | 19 |
| 23 11 26 | - | Fuel Gas Systems (LP) | 2 |
| 23 30 00 | - | Air Distribution | 15 |
| 23 30 03 | - | Spiral Ductwork | 5 |
| 23 70 00 | - | Mechanical Equipment D-X Systems | 9 |

**DIVISION 26 - ELECTRICAL**

| | | | |
|---|---|---|---|
| 26 05 00 | - | General Provisions | 26 |
| 26 05 10 | - | Schedule of Values | 1 |
| 26 05 19 | - | Wire and Cable | 4 |
| 26 05 26 | - | Grounding and Bonding | 5 |
| 26 05 29 | - | Hanger and Supporting Devices | 2 |
| 26 05 33 | - | Raceways | 7 |
| 26 05 34 | - | Outlet Boxes, Pull Boxes and Junctions Boxes | 4 |
| 26 05 80 | - | Empty Raceway Rough-In | 2 |
| 26 22 13 | - | High Efficiency K7 Transformers | 7 |
| 26 24 13 | - | Main Switchboard | 5 |
| 26 24 16 | - | Branch Circuit Panelboards | 6 |
| 26 27 26 | - | Devices | 4 |
| 26 28 10 | - | Manual Motor Systems | 2 |
| 26 28 15 | - | Safety Disconnect Switch | 2 |
| 26 28 16 | - | Fuses | 2 |
| 26 28 25 | - | Contactors | 2 |
| 26 32 13 | - | Emergency Protection System | REF. MEP NARRATIVE |
| 26 41 13 | - | Lightning Protection System | REF. MEP NARRATIVE |
| 26 43 00 | - | Surge Protective Devices | 3 |
| 26 51 00 | - | Interior Lighting System | 9 |
| 26 56 00 | - | Exterior Lighting System | 2 |

**DIVISION 27 - COMMUNICATIONS**

| | | | |
|---|---|---|---|
| 27 00 00 | - | Communications | 19 |
| 27 05 26 | - | Grounding and Bonding for Communications Systems | 7 |
| 27 05 28 | - | Pathways for Communications Systems | 7 |
| 27 11 00 | - | Communications Room Fittings | 6 |
| 27 15 00 | - | Communications Horizontal Cabling | 13 |
| 27 41 16 | - | Audio Visual | 17 |
| 27 41 17 | - | Audiovisual Infrastructure | 8 |

**DIVISION 28 - ELECTRONIC SAFETY & SECURITY**

| | | | |
|---|---|---|---|
| 28 00 00 | - | Electronic Security | 18 |
| 28 10 00 | - | Electronic Access Control and Intrusion Detection | 10 |
| 28 23 00 | - | Video Surveillance | 10 |
| 28 26 00 | - | Emergency Intercommunications and Duress | 7 |
| 28 31 00 | - | Fire Alarm System | 20 |

**DIVISION 31 - EARTHWORK**

| | | | |
|---|---|---|---|
| 31 31 16 | - | Termite Control | 2 |
| 31 63 29 | - | Drilled Concrete Piers | 5 |

NO. OF PAGES

**DIVISION 32 EXTERIOR IMPROVMENTS**

32 31 16 - Chain Link Fencing.....2

# TAB 5

# 5 – QUALIFICATIONS AND CLARIFICATIONS

## GMP PROPOSAL AND CLARIFICATIONS

1. American Constructors, Inc. proposes to construct the Sheriff's Office Training Center Project. All work to be in accordance with the "Pricing Set" of plans and specifications from BSW dated 10/28/16. Drawing list is Exhibit "A" located in TAB 4.
2. Construction duration of 332 calendar days with an assumed start date of January 3, 2017. Five weather days are included in this duration. The completion date based on this is December 1, 2017
3. Sheriff's Office Training Center
    a. Construct new 23,846 SF Training Center
    b. Site Utility work including water connection to CR130.
    c. Detention Pond
    d. Suspended Structural Slab with Crawl Space
    e. Equipment as follows to be provided by Owner and is not CFCI:
        i. EQ# 143 Weapon Cleaning System (Long guns)
        ii. EQ# 144 Weapon Cleaning System (Pistols)
        iii. EQ# 163-C Plastic rolling cart
        iv. EQ# 507 Chest Freezer
        v. EQ# 522 Full Size Ice Maker
        vi. EQ# 531 Outdoor Grill
        vii. EQ# 907-42 Vending Machine
        viii. EQ# 949-10 Rack/Squat Stand
        ix. EQ# 953 Flat Bench
        x. EQ# 956 Dumbell Rack
        xi. EQ# 977 Indoor Rower
    f. Overflow Parking Area - Install compacted base in the area shown on the civil drawings.
    g. Allowances only as follows:

| | | |
|---|---|---|
| i. | Owner Contingency | $ 285,095 |
| ii. | Permits | $ 15,000 |
| iii. | Landscaping/Irrigation | $ 135,000 |
| iv. | Signage | $ 21,000 |
| v. | Entrance Marquee | $ 10,000 |
| vi. | Shade Structure | $ 20,000 |
| vii. | Department Logo on Wall | $ 2,500 |
| | Total Allowances | $ 488,595 |

    h. CMAR Contingency of $ 285,095

4. Alternate #1 – Support Storage Building
    a. Construct new 2,765 SF support building
    b. Assumes construction will be simultaneously with the SOTC
    c. Owner Contingency of $20,000
    d. CMAR Contingency of $20,000
5. Alternate # 2 – Shooting Range Wall Replacement
    a. New CMU Wall on Piers/Grade beams in accordance with the Civil Drawings
    b. Temporary Fencing during construction of wall
    c. Demolition of existing wall (and of existing footings if required) is by others.
    d. Minor grading and leveling of topsoil at new wall.
    e. Hydromulch of disturbed area
    f. Assumes construction will be simultaneously with the SOTC.
    g. No painting or sealing of wall is included.
    h. Owner Contingency of $15,000
    i. CMAR Contingency of $15,000
6. Not included in this Work are the following items:
    a. Independent testing & inspections
    b. Furniture, Fixtures and Equipment not detailed and specified on the plans
    c. Design Work
    d. LEED or Green Building Certification
    e. Construction Waste Recycling
    f. Sales Tax
    g. Independent Third Party Commissioning. We include commissioning and training by ACI and our subs.
    h. Cost of Utility Services to project site including all Permit, Impact, Tap, and Capital Recovery Meter Fees
    i. Allowance for Pier Length Adjustment or Casing
7. Additional Clarifications
    a. Project Management and Supervision with burden included at 45%.
    b. Jobsite Office Trailer and Equipment
    c. All surplus spoils from building and utility excavations shall be spread on parcel between the SOTC and the shooting range. Spoils to be hydromuched with a native mix after spreading is completed.
    d. This is not a line item Guaranteed Maximum Price (GMP). The breakdown of cost is for reference only.
    e. We have assumed that every specification either referenced by manufacturer or performance allows more than one manufacturer to be able to meet the design intent of the project, and that details shown in the contract documents will permit any manufacturer specified to participate in the proposal process.
    f. Permanent MEP equipment and systems will be utilized for temporary construction and climatization of the building environment for the installation of finishes. The appropriate temporary filters and protective measures will be provided.

g. We have assumed that permanent electrical utility infrastructure will be available for use during construction and have not included provisions for a large generator or temporary electrical services to the site.
h. Payment and Performance Bond is included
i. As part of the cost of work we have included Liability insurance at 0.85%, Builders Risk Insurance at 0.08% and and CMAR Fee is at 2.79%, and all are calculated on the final contract sum. Subcontractor Surety is also included at 1.0% applied to the subcontracted amounts.
j. We have included prevailing wages using the Davis-Bacon wage scale general decision number TX160327 dated 8/26/2016.
k. Cost of Pre-Construction Services is not included in the GMP and is to be paid under a separate invoice.

# TAB 6

# 6 – GMP PROPOSAL COST BREAKDOWN

| Div | Spec | Description | TOTAL |
|---|---|---|---|
| 03 | | CONCRETE | |
| | 03005 | Structural Concrete Turnkey | 534,700 |
| | 03210 | Crawl Space | 19,200 |
| | 03650 | Structural Precast Plank | 205,000 |
| | 03910 | Construction Equipment | 15,950 |
| | | 03 CONCRETE | 774,850 |
| 04 | | MASONRY | |
| | 04430 | Stone Masonry | 112,000 |
| | | 04 MASONRY | 112,000 |
| 05 | | METALS | |
| | 05120 | Structural Steel Framing | 257,000 |
| | 05500 | Wire Mech Partitions | 11,000 |
| | 05580 | Vertical Sunshades | 10,260 |
| | | 05 METALS | 278,260 |
| 06 | | WOOD, PLASTICS, AND COMPOSITES | |
| | 06105 | Rough Carpentry | 20,000 |
| | 06410 | Casework / Cabinets / Countertops | 99,996 |
| | | 06 WOOD, PLASTICS, AND COMPOSITES | 119,996 |
| 07 | | THERMAL AND MOISTURE PROTECTION | |
| | 07110 | Dampproofing | 95,271 |
| | 07420 | Metal Wall Panels | 12,900 |
| | 07510 | Membrane Roofing | 354,640 |
| | 07710 | Roofing Accessories | 2,000 |
| | 07920 | Joint Sealants | 7,000 |
| | | 07 THERMAL AND MOISTURE PROTECTION | 471,811 |
| 08 | | OPENINGS | |
| | 08310 | Access Doors and Panels | 1,700 |
| | 08330 | Coiling Doors and Grilles | 1,604 |
| | 08700 | Doors and Hardware | 53,730 |
| | 08800 | Glass Glazing | 233,360 |
| | | 08 OPENINGS | 290,394 |
| 09 | | FINISHES | |
| | 09220 | Drywall | 513,000 |
| | 09310 | Thin-Set Tile | 73,075 |
| | 09610 | Specialty Flooring | 23,887 |
| | 09650 | Resilient Flooring | 16,265 |
| | 09660 | Terrazzo Flooring | 27,990 |
| | 09680 | Carpeting | 28,885 |
| | 09910 | Painting | 98,340 |
| | | 09 FINISHES | 781,442 |
| 10 | | SPECIALTIES | |
| | 10111 | Markerboards and Tackboards | 2,651 |

| | | | |
|---|---|---|---|
| | 10211 | Toilet Compartments | 7,479 |
| | 10261 | Wall And Door Protection | 22,800 |
| | 10281 | Toilet Accessories | 8,305 |
| | 10441 | Fire Protection Specialties | 1,804 |
| | 10511 | Lockers | 61,417 |
| | 10751 | Flagpoles | 5,850 |
| | 10910 | Miscellaneous Specialties | 775 |
| | | 10 SPECIALTIES | 111,081 |
| 11 | | EQUIPMENT | |
| | 11170 | Teller and Service Equipment | 550 |
| | 11180 | Security Equipment | 2,000 |
| | 11310 | Residential Appliances | 7,676 |
| | 11520 | Audio-Visual Equipment | 7,000 |
| | 11660 | Athletic Equipment | 49,600 |
| | | 11 EQUIPMENT | 66,826 |
| 12 | | FURNISHINGS | |
| | 12200 | Window Treatments | 20,943 |
| | 12480 | Rugs and Mats | 2,250 |
| | | 12 FURNISHINGS | 23,193 |
| 13 | | SPECIAL CONSTRUCTION | |
| | 13340 | Canopies | 59,000 |
| | | 13 SPECIAL CONSTRUCTION | 58,000 |
| 21 | | FIRE SUPPRESSION | |
| | 21130 | Fire Sprinkler System | 60,785 |
| | | 21 FIRE SUPPRESSION | 60,785 |
| 22 | | PLUMBING | |
| | 22100 | Building Plumbing | 270,250 |
| | | 22 PLUMBING | 270,250 |
| 23 | | HEATING, VENTILATING AND AIR CONDITIONING | |
| | 23100 | Building HVAC | 506,485 |
| | | 23 HEATING, VENTILATING AND AIR CONDITIONING | 506,485 |
| 26 | | ELECTRICAL | |
| | 26100 | Building Electrical | 596,000 |
| | | 26 ELECTRICAL | 596,000 |
| 27 | | COMMUNICATIONS | |
| | 27100 | Structured Cabling | 30,000 |
| | 27400 | Audio-Visual Communications | 167,267 |
| | | 27 COMMUNICATIONS | 197,267 |
| 28 | | ELECTRONIC SAFETY AND SECURITY | |
| | 28130 | Access Control | 29,576 |
| | 28230 | Video Surveillance | 22,116 |
| | 28310 | Fire Detection and Alarm | 22,000 |

| | | | |
|---|---|---|---|
| | | **28 ELECTRONIC SAFETY AND SECURITY** | **73,692** |
| **31** | | **EARTHWORK** | |
| | **31230** | **Grading, Excavation and Fill** | **528,750** |
| | **31250** | **Erosion Controls** | **104,797** |
| | **31311** | **Termite Protection** | **2,800** |
| | | **31 EARTHWORK** | **636,347** |
| **32** | | **EXTERIOR IMPROVEMENTS** | |
| | **32172** | **Traffic Control Markings** | **6,301** |
| | **32450** | **Site Concrete** | **286,400** |
| | | **32 EXTERIOR IMPROVEMENTS** | **292,701** |
| **33** | | **UTILITIES** | |
| | **33099** | **Site Utilities** | **435,000** |
| | **33300** | **Septic System** | **136,000** |
| | **33500** | **Fuel Distribution Utilities** | **3,000** |
| | **33700** | **Electrical Utilities** | **5,500** |
| | **33800** | **Communications Utilities** | **2,200** |
| | | **33 UTILITIES** | **581,700** |
| | | **ALLOWANCES** | |
| | | **Project Scope Allowances** | **203,500** |
| | | **ALLOWANCES** | **203,500** |
| | | **Subtotal** | **6,507,580** |
| | | **GENERAL CONDITIONS** | |
| | | **Jobsite Overhead** | **382,800** |
| | | **Administrative Requirements** | **7,750** |
| | | **Field Offices** | **29,540** |
| | | **Project Storage** | **1,125** |
| | | **Safety Observation/ Security** | **8,000** |
| | | **Cleaning/Waste Management** | **49,900** |
| | | **Final Cleaning** | **12,038** |
| | | **Surveying** | **10,900** |
| | | **GENERAL CONDITIONS** | **502,053** |
| | | Owner Contingency | 285,095 |
| | | **Subtotal** | **7,294,728** |
| | | Insurance and Bond | 205,559 |
| | | **Subtotal** | **7,500,287** |
| | | CMAR Fee 2.79% | 209,258 |
| | | Contingency (= to Owner Cont) | 285,095 |
| | | **Total** | **$ 7,994,640** |

| Div | Spec | Description | TOTAL |
|---|---|---|---|
| 01 | | GENERAL REQUIREMENTS | |
| | 01720 | Final Cleaning | 1,106 |
| | | 01 GENERAL REQUIREMENTS | 1,106 |
| 02 | | EXISTING CONDITIONS | |
| | 02210 | Surveying | 1,000 |
| | | 02 EXISTING CONDITIONS | 1,000 |
| 03 | | CONCRETE | |
| | 03005 | Structural Concrete | 55,000 |
| | | 03 CONCRETE | 55,000 |
| 04 | | MASONRY | |
| | 04210 | Masonry - Brick and CMU | 60,000 |
| | | 04 MASONRY | 60,000 |
| 05 | | METALS | |
| | 05120 | Structural Steel Framing | 23,700 |
| | | 05 METALS | 23,700 |
| 07 | | THERMAL AND MOISTURE PROTECTION | |
| | 07110 | Dampproofing | 19,232 |
| | 07210 | Thermal Insulation | 11,000 |
| | 07510 | Membrane Roofing | 80,800 |
| | 07920 | Joint Sealants | 2,500 |
| | | 07 THERMAL AND MOISTURE PROTECTION | 113,532 |
| 08 | | OPENINGS | |
| | 08110 | Metal Doors and Frames | 2,105 |
| | 08330 | Coiling Doors and Grilles | 39,913 |
| | 08700 | Door Hardware | 2,740 |
| | | 08 OPENINGS | 44,758 |
| 09 | | FINISHES | |
| | 09220 | Drywall | 46,381 |
| | 09910 | Painting | 14,799 |
| | | 09 FINISHES | 61,180 |
| 10 | | SPECIALTIES | |
| | 10111 | Markerboards and Tackboards | 595 |
| | 10441 | Fire Protection Specialties | 210 |
| | 10511 | Lockers | 5,942 |
| | | 10 SPECIALTIES | 6,747 |
| 11 | | EQUIPMENT | |
| | 11110 | Vehicle Service Equipment | 763 |
| | 11660 | Athletic Equipment | 3,841 |
| | | 11 EQUIPMENT | 4,604 |

| | | | |
|---|---|---|---|
| 22 | | **PLUMBING** | |
| | 22100 | Building Plumbing | 21,900 |
| | | **22 PLUMBING** | **21,900** |
| 23 | | **HEATING, VENTILATING AND AIR CONDITIONING** | |
| | 23100 | Building HVAC | 44,044 |
| | | **23 HEATING, VENTILATING AND AIR CONDITIONING** | **44,044** |
| 26 | | **ELECTRICAL** | |
| | 26100 | Building Electrical | 23,196 |
| | | **26 ELECTRICAL** | **23,196** |
| 27 | | **COMMUNICATIONS** | |
| | 27100 | Structured Cabling | 5,000 |
| | | **27 COMMUNICATIONS** | **5,000** |
| 28 | | **ELECTRONIC SAFETY AND SECURITY** | |
| | 28130 | Access Control | 1,500 |
| | 28230 | Video Surveillance | 2,000 |
| | 28310 | Fire Detection and Alarm | 2,500 |
| | | **28 ELECTRONIC SAFETY AND SECURITY** | **6,000** |
| 31 | | **EARTHWORK** | |
| | 31230 | Grading, Excavation and Fill | 36,490 |
| | 31311 | Termite Protection | 415 |
| | | **31 EARTHWORK** | **36,905** |
| 51 | | **ALLOWANCES** | |
| | 51100 | Allowances | 20,000 |
| | | **51 ALLOWANCES** | **20,000** |
| | | **Subtotal** | 528,672 |
| | | Payment and Performance Bond | 9,338 |
| | | Sub Default Insurance | 5,076 |
| | | General Liability Insurance | 4,963 |
| | | Builders Risk Insurance | 490 |
| | | **Subtotal** | 548,539 |
| | | CMAR Fee 2.79% | 15,304 |
| | | CMAR Contigency (= to Owners) | 20,000 |
| | | **Total** | **$ 583,843** |

| Div | Spec | Description | TOTAL |
|---|---|---|---|
| 01 | | GENERAL REQUIREMENTS | |
| | 01540 | Site Security Fencing | 5,000 |
| | | 01 GENERAL REQUIREMENTS | 5,000 |
| 02 | | EXISTING CONDITIONS | |
| | 02210 | Surveying | 1,515 |
| | | 02 EXISTING CONDITIONS | 1,515 |
| 03 | | CONCRETE | |
| | 03005 | Structural Concrete | 133,320 |
| | | 03 CONCRETE | 133,320 |
| 04 | | MASONRY | |
| | 04210 | Masonry - Brick and CMU | 111,100 |
| | | 04 MASONRY | 111,100 |
| 31 | | EARTHWORK | |
| | 31230 | Grading, Excavation and Fill | 35,350 |
| | 31250 | Erosion Controls | 4,040 |
| | | 31 EARTHWORK | 39,390 |
| 51 | | ALLOWANCES | |
| | 51100 | Owner Allowance | 15,000 |
| | | 51 ALLOWANCES | 15,000 |
| | | Subtotal | 305,325 |
| | | P&P Bond to 12 mos 52100.010 | 6,087 |
| | | Gen Liab Ins % 52100.041 | 2,883 |
| | | Bldrs Risk Ins % 52100.047 | 285 |
| | | Subtotal | 314,580 |
| | | CMAR Fee 2.79% | 8,777 |
| | | CMAR Contingency | 15,000 |
| | | Total | $ 338,357 |

# TAB 7

# WILCO SOTC Summary Schedule

| ID | Task Mode | Task Name | Duration | Start | Finish |
|---|---|---|---|---|---|
| 1 | | Earthwork | 15 days | Mon 1/16/17 | Fri 2/3/17 |
| 2 | | Building Concrete | 30 days | Mon 2/6/17 | Fri 3/17/17 |
| 3 | | Site Utilities | 30 days | Mon 2/6/17 | Fri 3/17/17 |
| 4 | | Steel Erection | 10 days | Mon 3/20/17 | Fri 3/31/17 |
| 15 | | Site Backfill and Gradi | 10 days | Mon 3/20/17 | Fri 3/31/17 |
| 16 | | Site Concrete Work | 25 days | Mon 3/20/17 | Fri 4/21/17 |
| 5 | | Exterior Framing | 20 days | Mon 4/3/17 | Fri 4/28/17 |
| 11 | | Interior Masonry | 15 days | Mon 4/3/17 | Fri 4/21/17 |
| 6 | | Insulation | 10 days | Mon 5/1/17 | Fri 5/12/17 |
| 7 | | Waterproofing | 20 days | Mon 5/15/17 | Fri 6/9/17 |
| 8 | | Roofing | 10 days | Mon 6/12/17 | Fri 6/23/17 |
| 9 | | Metal Wall Panels | 30 days | Mon 6/12/17 | Fri 7/21/17 |
| 10 | | Exterior Masonry | 20 days | Mon 6/12/17 | Fri 7/7/17 |
| 12 | | Interior framing and sheetrock | 30 days | Mon 6/26/17 | Fri 8/4/17 |
| 13 | | MEP Rough | 30 days | Mon 6/26/17 | Fri 8/4/17 |
| 14 | | Concrete Floor Grindir | 10 days | Mon 6/26/17 | Fri 7/7/17 |
| 19 | | Tape, Float , Paint | 15 days | Mon 8/7/17 | Fri 8/25/17 |
| 22 | | Curb and Gutter | 15 days | Mon 8/7/17 | Fri 8/25/17 |
| 17 | | Paving | 10 days | Mon 8/28/17 | Fri 9/8/17 |
| 20 | | Finishes | 60 days | Mon 8/28/17 | Fri 11/17/17 |
| 18 | | Landscape | 15 days | Mon 9/11/17 | Fri 9/29/17 |
| 21 | | Punch and Finish Out | 20 days | Mon 11/20/1 | Fri 12/15/17 |

**Commissioners Court - Regular Session** **30.**

**Meeting Date:** 12/20/2016

Discuss consider and take appropriate action on approval of the MS4 Stormwater Annual Report

**Submitted For:** Joe England **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the MS4 Stormwater Annual Report.

**Background**

This is our annual report submittal for FY 2015-16 as required by the TCEQ. It is for Year 3 of our 5-year General Stormwater permit.

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**Fiscal Impact**

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

**Attachments**

MS4 Stormwater Annual Report 2015-16

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Patrick Hughes | | Started On: 12/15/2016 10:48 AM |
| Final Approval Date: 12/15/2016 | | |

**Patrick T. Hughes, P.E.**
Department of Infrastructure
County Engineer's Office
Development Services
phughes@wilco.org

WILLIAMSON COUNTY
1848

3151 SE Inner Loop, Suite B
Georgetown, TX 78626
Telephone (512) 943-3330
Direct (512) 943-3367
Fax (512) 943-3335

December 20, 2016

Texas Commission on Environmental Quality
Stormwater & Pretreatment Team Leader (MC-148)
P.O. Box 13087
Austin, Texas 78711-3087

Re: Phase II MS4 Annual Report Transmittal for Williamson County Phase II MS4
TPDES Authorization: TXR040112

Dear Team Leader:

This letter serves to transmit the required annual report for the Texas Pollutant Discharge Elimination System Small Municipal Separate Storm Sewer System General Permit, Authorization Number TXR040112 for the Williamson County Phase II MS4.

The annual report is for Year 3, the reporting period beginning October 1, 2015 and ending September 30, 2016.

A separate Notice of Change has not been submitted based on the fact that changes have not been proposed for the next permit year.

As required by the general permit, a copy of the report has been mailed to the TCEQ's regional office in Austin, Texas.

Sincerely,

Patrick T. Hughes, P.E.
Department of Infrastructure
Williamson County Engineer's Office

cc: TCEQ Region 11, **MC R11**
PO Box 13087
Austin TX 78711-3087

# Phase II (Small) MS4 Annual Report Form

### TPDES General Permit Number TXR040000

## A. General Information

Authorization Number: TXR040040112

Reporting Year __3__

Annual Reporting Year Option Selected by MS4:

Calendar Year_____

Permit Year_____

Fiscal Year: __X__ Last day of fiscal year: _September 30, 2016_

Reporting period beginning date: _October 1, 2015_

Reporting period end date: _September 30, 2016_

MS4 Operator Level: ___2___ Name of MS4: _Williamson County_

Contact Name: _Patrick T. Hughes, P.E._ Telephone Number: _(512) 943-3367_

Mailing Address: _3151 SE Inner Loop, Suite B, Georgetown, Texas 78626_

E-mail Address: _phughes@wilco.org_

A copy of the annual report was submitted to the TCEQ Region: YES_X_ NO___

Region the annual report was submitted: TCEQ Region __11__

## B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV Section B.2.):

| | Yes | No | Explain |
|---|---|---|---|
| Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ. | X | | |
| Permittee is currently in compliance with recordkeeping and reporting requirements. | X | | |
| Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.) | X | | |

2. Provide a general assessment of the appropriateness of the selected BMPs:

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| 1.0: Public Education, Outreach and Involvement | 1.1: Flyers and Brochures | **Yes**. Designed, printed, and distributed 100 flyer related to bacterial pollution from pet waste. |
| | 1.2: Storm Water Website | **Yes**. The County's website has been updated and new information is posted on an as-needed basis. |
| | 1.3: Education of the public and construction site personnel | **Yes**. A link was added on the County's webpage for General Permit information on the TCEQ website for the following:<br>• Industrial Storm Water Multi-Sector General Permit (TXR050000)<br>• TPDES Construction General Permit (TXR150000)<br>• TPDES Small MS4 General Permit (TXR040000)<br>• John Graves Scenic Riverway General Permit (TXG500000) |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 1.4: SWMP Committee | **Yes**. The Committee discusses, reviews and provides feedback on public education materials, local illicit discharge elimination regulations and investigation procedures, construction stormwater regulations, guidance materials, permitting and inspection procedures, and good housekeeping practices. |
| | 1.5: Community Hotlines | **Yes**. The Williamson County Illicit Discharge Hotline (512-943-3330) has been established, is currently active, and is posted on the County's website. |
| 2.0: Illicit Discharge Detection and Elimination | 2.1: Maintain the MS4 map and Outfall Inventory | **Yes**.<br>• A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area.<br>• New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program).<br>• A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program).<br>• Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs.<br>• Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 2.2: MS4 Outfall Screening | **Yes.**<br>• Personnel have been trained in field techniques necessary for the identification of illicit discharges (one additional staff has been trained and certified as a Certified Stormwater Inspector during the past year).<br>• A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification.<br>• A schedule has been developed that allows for the screening of the entire MS4 system within the permit term.<br>• Outfall screening efforts have been conducted according to the developed schedule.<br>• Internal tracking and record keeping procedures have been developed and implemented for outfall screening results.<br>• Records of outfall screening and investigations for each outfall and any elimination activities are maintained. |
| | 2.3: Illicit Discharge Employee Training | **Yes.**<br>• A list of personnel to be educated on the identification and reporting of illicit discharges is being maintained (on-going).<br>• One additional staff member was trained and certified as a Certified Stormwater Inspector during the past year.<br>• The employee training program was reviewed in order to evaluate employee competence on the identification and reporting of illicit discharges (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 2.4: Illicit Discharge Hotline | **Yes**.<br>• A list of locally occurring non-storm water discharges that were observed by the public is maintained.<br>• A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website.<br>• Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program).<br>• Internal procedures for receiving hotline phone calls has been developed.<br>• Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed.<br>• Investigations of reports made by the public if the reports are valid and are not currently under investigation have been conducted. All public reports received during the reporting year were investigated. |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| 3.0: Construction Site Runoff | 3.1: Construction Inspection Procedures | **Yes**.<br>• A list has been developed of items to incorporate in the inspection of local construction sites based on TCEQ storm water regulations and includes the following categories: Use of temporary erosion controls, control of other construction related wastes, operational and general prohibitions, site closure and stabilization requirements, and on-site documentation and records.<br>• Inspection forms and procedures have been developed and implemented necessary to inspect local construction sites in order to ensure compliance with TCEQ construction storm water regulations.<br>• A list of items to incorporate in the inspection of local construction sites based on TCEQ construction storm water regulations has been developed and has been implemented.<br>• Review inspection forms and procedures and revise as necessary to inspect local construction sites in order to ensure compliance with TCEQ construction storm water regulations. |
| | 3.2: Construction Plan Reviews | **Yes.**<br>• A process has been developed implemented to obtain subdivision construction plans for review to determine compliance with TCEQ construction storm water regulations.<br>• The local construction community has been educated on the subdivision construction plans review process (on-going program).<br>• The subdivision construction plans review procedures have been implemented for local construction sites. |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 3.3: Construction Site Inspection | **Yes.**<br>• Qualifying construction sites are inspected using appropriate inspection procedures and forms to ensure compliance with storm water regulations (on-going program).<br>• Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program).<br>• Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that are do not voluntarily comply with TCEQ construction storm water regulations (on-going program). |
| | 3.4: Permittee Owned Construction Sites | **Yes.**<br>• Required documents are submitted in order to obtain permit coverage for Williamson County owned and operated projects to maintain compliance with applicable state and/or federal construction storm water permit provisions and Edwards Aquifer Rules when applicable (on-going program).<br>• Documents required for obtaining state and/or federal construction storm water permits applicable to Williamson County owned and operated construction sites have been developed.<br>• Construction design and permitting guidelines are distributed to the local construction community and involved permittee personnel as required (on-going program).<br>• Williamson County owned construction project planning and design criteria are reviewed as needed to determine if changes are needed to comply with local, state, and/or federal construction storm water regulations and Edwards Aquifer Rules (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 3.5: Construction Related Public Reporting | **Yes.**<br>• Construction related public reporting educational material has been developed instructing the public in procedures for reporting to the permittee construction sites with potential storm water quality problems or construction storm water regulation violations (updating these materials is an on-going program).<br>• Construction related public reporting educational material are distributed in accordance with the identified schedule (on-going program).<br>• An internal tracking system has been developed to keep a record of information reported by the public (on-going program).<br>• On-site investigations are conducted of those sites reported by the public that, according to the best judgment of the permittee personnel, warrant investigation (on-going program). |
| 4.0: Post-Construction Site Runoff | 4.1: New Development and Re-development Plan Review | **Yes.**<br>• A process to obtain development construction plans for review to determine compliance with TCEQ post-construction runoff regulations has been developed and implemented (updating these procedures is an on-going program).<br>• Internal tracking and plan review procedures have been developed and implemented to ensure compliance with TCEQ post construction runoff regulations (updating these procedures is an on-going program).<br>• The local development community is educated as needed on the local development plans review process (on-going program).<br>• The subdivision development plans review process has been implemented (this review process is continuously updated as needed). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 4.2: Development Project Inspection Procedures | **Yes**. Inspection forms and procedures necessary to inspect new and redevelopment projects have been developed in order to ensure compliance with TCEQ post-construction runoff regulations and approved plans. |
| | 4.3: New Development and Re-development Project Inspection | **Yes.**<br>• A list of subdivision development projects that qualify for inspection under TCEQ post-construction runoff regulations has been developed and is tracked through a GIS database (this database is updated regularly).<br>• Letters of non-compliance are issued to owners or operators of local development projects that are found to be out of compliance and do not voluntarily comply with TCEQ post-construction runoff regulations.<br>• Qualifying development project sites are inspected using adopted inspection forms and procedures to ensure conformance with TCEQ post-construction runoff regulations (these forms are updated as necessary).<br>• Inspection personnel are trained on TCEQ post-construction runoff regulations and final inspection procedures (on-going program). |
| | 4.4: Permittee Owned New Development and Re-development Projects | **Yes.**<br>• Conduct the development plan review process for all Williamson County owned new development and re-development projects excluding normal road maintenance (on-going program);<br>• New project planning and design criteria are distributed to the local design and engineering community when changes are made to comply with local, state, and/or federal construction storm water regulations (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 4.5: Participation in Local Watershed Planning and Modeling | **Yes.**<br>• Williamson County has identified all local watershed planning and monitoring organizations, and participates in watershed planning and surface water monitoring data presentation meetings (on-going activity).<br>• Records are maintained of any TMDL requirements and pollutants of concern for any local MS4 receiving streams that are considered or are determined to be sensitive or impaired (on-going program).<br>• Williamson County maintains a list of sensitive and impaired water bodies as identified by the local watershed planning and monitoring agencies or state and federal monitoring agencies within its jurisdictional boundary (on-going program).<br>• TMDL requirements or load allocations are reviewed to determine if additional Best Management Practices (BMPs) or changes in existing practices are needed to meet TMDL load allocations or to protect sensitive or impaired water bodies located within the MS4 jurisdiction (on-going program). |
| 5.0: Pollution Prevention and Good Housekeeping for Municipal Operations | 5.1: Pesticide and Herbicide Application | **Yes.**<br>• Williamson County complies with all local, state, and federal regulations associated with pesticide and herbicide application (on-going program).<br>• Each location is assessed for opportunities to implement alternative practices and endeavors to retrofit structures in order for non-pesticide methods of maintenance to become effective (on-going program).<br>• A prioritized list of areas where retrofits and alternative pest control practices would reduce overall pesticide and herbicide application volumes has been developed (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 5.2: Maintenance of Roadways | **Yes.**<br>• Current roadway maintenance activities are continuously being assessed to determine if modification of current practices would benefit storm water quality.<br>• The roadway maintenance program has been assessed and revisions to the roadway maintenance policy according to identified alternative practices are made as necessary (on-going program).<br>• Alternative practices are continuously being assessed and implemented as appropriate that would reduce the discharge of road materials during construction or maintenance activities (on-going program).<br>• The roadway maintenance program is continuously being evaluated and roadway maintenance policies revised according to identified alternative practices. |
| | 5.3: Culvert/Inlet Cleaning | **Yes.**<br>• Williamson County has implemented a culvert cleaning program according to a developed schedule (on-going program).<br>• Areas have been identified where catch basins, surface inlets, and/or storm sewer manholes should be periodically cleaned to reduce discharge of floatable materials, sediment, and other materials (on-going program). |
| | 5.4: Landscaping and Lawn Care | **Yes.**<br>• An inventory of all Williamson County owned landscaping and lawn care areas has been developed.<br>• All herbicides, pesticides, and fertilizers are used in accordance with manufacturers' instructions for application rates and quantities (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 5.5: Vehicle Maintenance | **Yes.**<br>• Williamson County vehicle operators conduct daily inspections of vehicles to check for fluid leaks (on-going program).<br>• An inventory of Williamson County owned vehicles has been developed through means of a database that includes inspection and maintenance history for each vehicle. This database is continuously updated (on-going program).<br>• Vehicle inspection and maintenance records are reviewed to evaluate conformance to vehicle manufacturer service specifications (on-going program).<br>• Repairs are scheduled for vehicles determined to have fluid leaks (on-going program).<br>• Routine inspections are conducted on all vehicles according to manufacturers' specifications or at more frequent intervals as needed according to the County's database. Inspections of all vehicles includes identifying the presence of any fluid leaks (on-going program). |
| | 5.6: Spill Prevention Plans | **Yes.**<br>• An inventory of all Williamson County owned facilities has been developed and those that may be required to have SPCC Plans identified.<br>• Identified facilities have been individually evaluated to determine if Spill Prevention Control and Countermeasures (SPCC) Plans may be required.<br>• SPCC Plans have been developed and maintained for Williamson County owned facilities that require such plans.<br>• The County adheres to all SPCC plan requirements at qualifying Williamson County owned facilities. |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 5.7: Illegal Dumping | **Yes.**<br>• Investigations of illegally dumped material are conducted in order to attempt to identify the sources of the materials (on-going program).<br>• A list of illegal dumping locations has been identified (this list is continually updated as part of an on-going program).<br>• Existing local legal authority or other means are used to assess enforcement actions against identified illegal dumpers (on-going program).<br>• Signs are posted at illegal dumping locations that indicate the prohibitions associated with illegal dumping (on-going program).<br>• A brochure has been developed (posted on the County's web page) explaining the penalties associated with illegal dumping and how the public can help. |
| | 5.8: Disposal of Waste removed from Storm Sewer Facilities | **Yes.**<br>• Methods used to dispose of waste from storm sewer facilities have been evaluated.<br>• Guidelines have been developed for proper disposal of waste removed from storm sewer facilities.<br>• Disposal methods are continuously reviewed to assure compliance with guidelines (on-going program). |

| MCM(s) | BMP | BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.) |
|---|---|---|
| | 5.9: Maintenance of Permittee owned Structural Controls | **Yes.**<br>• All permittee owned structural controls in urbanized areas have been located and identified.<br>• Any new structural controls identified during mapping of outfalls are located and added to the GIS database (part of an on-going program).<br>• A maintenance plan has been implemented for currently identified structural controls.<br>• A plan has been developed for maintenance of structural controls in urbanized areas if/when any are found (part of an on-going program). |
| 6.0: Industrial Stormwater Sources | | Williamson County is a level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above. |

3. Describe progress towards reducing the discharge of pollutants to the maximum extent practicable. Summarize any information used (such as visual observation, amount of materials removed or prevented from entering the MS4, or if required monitoring data, etc.) to evaluate reductions in the discharge of pollutants. You may use the table (**See Example 2 in instructions**):

| MCM | BMP | Information Used | Quantity | Units | Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.) |
|---|---|---|---|---|---|
| 1.0 | Flyers & Brochures | Distribution | 100 | pet waste flyers | **No.** Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants. |
| 1.0 | Storm Water Website | Hits | 1,202 | visits | **No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants. |
| 2.0 | Maintain the MS4 map | Construction Plans | 5 | new outfalls identified | **No.** Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect. |
| 2.0 | MS4 Outfall Screening | Appearance | 45 | each | **Yes.** When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal. |
| 2.0 | Illicit Discharge Employee Training | Certified Stormwater Inspector Training Course | 1 | new certified employee[1] | **No.** Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source. |

| MCM | BMP | Information Used | Quantity | Units | Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.) |
|---|---|---|---|---|---|
| 2.0 | Illicit Discharges | MS4 Outfall Screening | 0 | Discharges | **Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant. None were identified except illegal dumping handled by Constable. |
| 3.0 | Subdivision Construction Plan Review | Subdivision Plan sets | 52 | Subdivision Reviews | **No.** Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures, notes and compliance with TCEQ regulations for storm water. |
| 3.0 | Subdivision Construction Site Inspection | Construction Sites | 66 | Subdivisions Inspected[2] | **Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant. |
| 4.0 | New Development Plan Review | New Development or Re-Development Site Plans | 28 | Site Plan Reviews | **No.** Though this BMP does not result in a direct reduction of pollutants, new development site plan reviews assures the inclusion of appropriate control measures, notes and compliance with TCEQ regulations for storm water. |
| 4.0 | Local Watershed Planning and Modeling | Watershed Studies | 3 | Comprehensive studies | **No.** Though this BMP does not result in a direct reduction of pollutants, participation in watershed planning and modeling studies increases awareness of the behavior of the hydraulics of the watershed. This information can be used in locating the source of pollutants identified within the watershed. |

| MCM | BMP | Information Used | Quantity | Units | Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.) |
|---|---|---|---|---|---|
| 5.0 | Culvert/Inlet Cleaning | Work Orders | 5[3] | Culverts cleaned or replaced | **Yes.** Williamson County maintains 633 culverts[3] within its MS4 jurisdictional area. The periodic cleaning of culverts, catch basins, surface inlets, and storm sewer manholes reduces the discharge of floatable materials, sediment, and other materials. |
| 5.0 | Vehicle Maintenance | Vehicle Service Records | 1,944 | Vehicles serviced[4] | **Yes.** Inspections of all vehicles includes identifying the presence of any fluid leaks, which prevents the discharge of fluids into the stormwater system. |
| 5.0 | Illegal Dumping | Total Environmental Calls | 209 | Each | **Yes.** When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant. |
| | | New Illegal Dumping Cases | 64 | Each | |
| | | Previous Illegal Dumping Cases | 14 | Each | |
| | | Corrective Action | 74 | Each | |

[1]*Certified Stormwater Inspector, Patrick T. Hughes, P.E., Austin, TX September 19-20, 2016*
[2]*Subdivisions inspected (52) plus utility installations inspected (14)*
[3]*Queries obtained from Wilco GIS culvert database and from work orders of culverts cleaned or replaced contained in the Wilco VueWorks database*
[4]*Based on query of Routine Maintenance database records, Fleet Division*

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**See Example 3 in instructions):**

| MCM(s) | Measurable Goal(s) | Explain progress toward goal or how goal was achieved. If goal was not accomplished please explain |
|---|---|---|
| 1.0: Public Education, Outreach and Involvement | 1.1: Designed, printed, and distributed 100 flyer related to bacterial pollution from pet waste. | **Goal Accomplished** |
| | 1.2: Update the County's Website | **Goal Accomplished** – website updated in Year 2 |
| | 1.3: Add TCEQ General permit information to the County's website. | **Goal Accomplished** – website updated in Year 2 |
| 2.0: Illicit Discharge Detection and Elimination | 2.1: Maintain the MS4 map and Outfall Inventory | **On-going Program** – Five (5) new outfalls were added to the MS4 map during Year 3. |
| | 2.2: MS4 Outfall Screening | **On-going Program** – 45 outfalls were screened during Year 3. |
| | 2.3: Illicit Discharge Employee Training | **Goal Accomplished** – Employee Patrick T. Hughes, P.E. received training in September 2016 and was awarded certification as a Certified Stormwater Inspector |
| 3.0: Construction Site Runoff | 3.1: Construction Inspection Procedures | **On-going Program** – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations. |
| | 3.2: Construction Plan Reviews | **On-going Program** – Construction plans for 52 subdivisions were reviewed during Year 3. |

| MCM(s) | Measurable Goal(s) | Explain progress toward goal or how goal was achieved. If goal was not accomplished please explain |
|---|---|---|
| | 3.3: Construction Site Inspection | **On-going Program** – Inspection of 66 construction sites were reviewed during Year 3. These include new subdivision construction and utility installations. |
| 5.0: Pollution Prevention and Good Housekeeping for Municipal Operations | 5.2: Maintenance of Roadways | **On-going Program** – Assessment and revisions to the roadway maintenance policy are continuously performed as necessary according to identified alternative practices are made, and as appropriate that would reduce the discharge of road materials during construction or maintenance activities. |
| | 5.6: Spill Prevention Plans | **On-going Program** –SPCC Plans have been developed and maintained for Williamson County owned facilities that require such plans. |

## C. Stormwater Data Summary

Provide a summary of all information used including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.? (Refer to the MS4 General Permit TXR040000 Part IV Section B.2.(b))

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatables, deposits or stains, vegetation conditions, structural condition, biological condition. In addition, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures in order to compare their condition to previous years' inspections.

## D. Impaired Waterbodies

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern: (Refer to MS4 General Permit TXR040000 Part IV Section B.2.(c))

   As outlined in the Storm Water Management Plan, Williamson County designed, printed, and distributed pet waste flyers. The pet waste flyer is a focused BMP to address bacteria in impaired waters. The pet waste flyer contained information that educated the public on the importance of picking up after their pets. This information included: a description of storm water, facts on how unaddressed pet waste can negatively affect the environment by contributing to bacteria buildup in storm water, and a list of steps that the public can do to decrease the amount of unaddressed pet waste. Once the pet waste flyers were designed, a total of 500 flyers were printed. Finally, the pet waste flyers were distributed at visitor information kiosks throughout the Williamson County Trails system and at the Williamson County Courthouse.

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL (Refer to the MS4 General permit TXR040000; Part II Section D.4.(a)):

   This section is not applicable.

3. Report the benchmark identified by the MS4 and assessment activities (Refer to the MS4 General permit TXR040000; Part II Section D.4.(a)(6)):

| **Benchmark Parameter** *(Ex: Total Suspended Solids)* | **Benchmark Value** | **Description of additional sampling or other assessment activities** | **Year(s) conducted** |
|---|---|---|---|
| Not Applicable | | | |
| | | | |

| | | | |
|---|---|---|---|
| | | | |

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark (Refer to the MS4 General permit TXR040000; Part II Section D.4.(a)(4)):

| Benchmark Parameter | Selected BMP | Contribution to achieving Benchmark |
|---|---|---|
| Not Applicable | | |
| | | |
| | | |

5. If applicable, report on focused BMPs to address impairment for bacteria (Refer to the MS4 General Permit TXR040000; Part II Section D.4.(a)(5)):

| Description of bacteria-focused BMP | Comments / Discussion |
|---|---|
| Designed, printed, and distributed pet waste flyers. | The pet waste flyer was designed to inform the public on the negative environmental effects of pet waste. The pet waste flyers were handed out at Williamson County trails and in parks in order to reach animal owners that use outdoor facilities. In addition, the pet waste flyer was handed out at the county courthouse and posted to the county website so that the public would be reminded of the importance of this issue. |

6. Assess the progress to determine BMP's effectiveness in achieving the benchmark (Refer to the MS4 General Permit TXR040000; Part II.D.4.(a)(6)):

For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- decrease in number of illegal dumping;
- increase in illegal dumping reporting;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs)
- increase in illegal discharge detection through dry screening

| Benchmark Indicator | Description/Comments |
|---|---|
| Not Applicable | Not Applicable |
| | |
| | |

## E. Stormwater Activities

Describe stormwater activities the MS4 operator plans to undertake during the next reporting year. You may use the table below (Refer to the MS4 General Permit TXR040000 Part IV Section B.2.(d)):

| MCM(s) | BMP | Stormwater Activity | Description/Comments |
|---|---|---|---|
| 1.0: Public Education, Outreach and Involvement | 1.2: Storm Water Website | Continue to update Williamson County's Storm Water Management webpage with new or updated information on an as-needed basis. | |
| 2.0: Illicit Discharge Detection and Elimination | 2.1: Maintain the MS4 Map and Outfall Inventory | Update the MS4 map on an as-needed basis. | As adjacent cities annex land adjacent to their city limit, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is pass on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory. |
| | 2.2: MS4 Outfall Screening | Locate new outlets and rescreen all outlets. | New outfalls will be identified through construction plan review and on-site inspections and will be screened in the field. |
| | 2.3 Illicit Discharge Employee Training | Training will be provided for all new personnel involved in on-site field screening of outfalls and construction site inspection. | Such training will focus toward on-site field screening of outfalls, identification of illicit discharges, and construction site inspection. |
| 3.0: Construction Site Runoff | 3.1: Construction Inspection Procedures | Williamson County staff will review current subdivision construction inspection procedures and implement any necessary changes through appropriate employee training. | |

| MCM(s) | BMP | Stormwater Activity | Description/Comments |
|---|---|---|---|
| | 3.2: Construction Plans Review | Revise internal tracking and plan review procedures as appropriate to address the following issues: Conformance to the latest TCEQ storm water regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal storm water permit documents. | Williamson County staff will review current internal tracking and plan review procedures of the identified issues. |
| | 3.3: Construction Site Inspection | Revise construction site inspection procedures as appropriate to address the following issues: Conformance to the latest TCEQ storm water regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal storm water permit documents. | Williamson County staff will review current construction site inspection procedures of the identified issues. |
| 4.0: Post-Construction Site Runoff | 4.5: Participation in Local Watershed Planning and Modeling | Continue to participate in watershed planning, modeling and surface water monitoring data presentation meetings. | Williamson County is currently participating in watershed studies being performed by the City of Georgetown, the Upper Brushy Creek Watershed and FEMA. |
| 5.0: Pollution Prevention and Good Housekeeping for Municipal Operations | 5.6: Spill Prevention Plans | Develop and/or maintain SPCC Plans for permittee owned facilities that require such plans. | New and on-going Williamson County owned construction projects. |

| MCM(s) | BMP | Stormwater Activity | Description/Comments |
|---|---|---|---|
| | | | |
| | | | |

## F. SWMP Modifications

1. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.
   ____Yes __X__No

If 'Yes', report on changes made to measurable goals and BMPs (Refer to the MS4 General Permit TXR040000 Part IV Section B.2.(e)):

| MCM(s) | Measurable Goal(s) or BMP(s) | Implemented or Proposed Changes (Submit NOC as needed) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |

**Note:** If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible and why the replacement BMP is expected to achieve the goals of the original BMP.

2. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land etc.):

## G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans (Refer to the MS4 General permit TXR040000 Part IV Section B.2.(f)).

There are no additional BMPs proposed at this time.

| BMP | Description | Implementation Schedule (Start Date etc.) | Status / Completion Date (completed, in progress, not started) |
|---|---|---|---|
| Not Applicable | | | |
| | | | |
| | | | |
| | | | |

## H. Additional Information

1. Is the permittee relying on another entity to satisfy some of its permit obligations? (refer to the MS4 General Permit TXR040000 Part IV Section B.2.(g))

___ Yes __X__ No

If ‘Yes,” provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed):

Name and Explanation:

Name and Explanation:

Name and Explanation:

Name and Explanation:

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes __X__ No

2.b. If ‘yes,’ is this a system-wide annual report including information for all permittees?

___ Yes ___ No

If ‘Yes,’ list all associated authorization numbers, permittee names, and SWMP **responsibilities of each** member. (add additional spaces or pages if needed):

Authorization Number: _____ Permittee:_____

## I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Notices if intent and site notices received; Refer to the MS4 General Permit TXR040000 Part IV Section B.2.(h)) _____

2a. Does the permittee utilize the optional 7th MCM related to construction?

___ Yes __X__ No

2b. If 'yes,' then provide the following information for this permit year (refer to the MS4 General Permit TXR040000 Part IV Section B.2.(i)):

| | |
|---|---|
| The number of municipal construction activities authorized under this general permit | |
| The total number of acres disturbed for municipal construction projects | |

***Note:*** *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

## J. Certification

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

Name (printed):__Dan Gattis_____ Title:__County Judge, Williamson County, Texas_____

Signature: _____ Date:_____

Name of MS4___Williamson County_____

**Commissioners Court - Regular Session** **31.**

**Meeting Date:** 12/20/2016

Economic Development Agreement

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss consider and take appropriate action authorizing county judge to execute an economic development agreement with KR Acquisitions, LLC.

**Background**

## Fiscal Impact

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

## Attachments

Kalahari 381 Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:19 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 09:51 AM |
| Final Approval Date: 12/15/2016 | | |

# ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This Economic Development Program Agreement (this "Agreement") is entered into this ___ day of December, 2016 (the "Effective Date"), by and among Williamson County, Texas, a Texas political subdivision, (the "County"), and KR Acquisitions, LLC, a Delaware limited liability Developer (the "Developer"). The County and the Developer are, collectively, the "Parties" to this Agreement.

## RECITALS

**WHEREAS**, the Developer is considering the construction of a master-planned mixed use project on the Property anchored by a Kalahari Resort and Convention Center, including a hotel with a minimum of 975 guest rooms, a convention and exhibition center, and an indoor water park, all as further described herein (the "Project"); and

**WHEREAS**, the Project may also include entertainment, recreation, and other uses of the Property permitted by the zoning at the time of development; and

**WHEREAS**, the County has previously adopted Economic Program Guidelines authorizing the Court to enter into this Agreement in recognition of the positive economic benefits to the County through development of the Project on approximately 351.7 acres of land, as described and shown on **Exhibit A** (the "Property"); and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code whereby the Developer intends to operate the Project in conformance with the terms and conditions stated herein, and;

**WHEREAS**, the Developer intends to invest or cause to be invested a minimum of $350,000,000 in the Property, as further described herein; and

**WHEREAS**, the Developer intends to employ at least 700 full time equivalent employees in the Project starting no later than 12 months after the Project is opened; and

**WHEREAS**, the County agrees to provide performance-based Economic Incentive Payments (as defined below) to the Developer to defray a portion of the Project's costs; and

**WHEREAS**, the County will encourage Williamson County to enter into an agreement with the Developer pursuant to Chapter 381 of the Texas Local Government Code to rebate a portion of the taxes the county collects from the Project.

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Developer agree as follows:

## ARTICLE I
## AUTHORITY

**1.01 Authority**. The County's execution of this Agreement is authorized by Chapter 381 of the Texas Local Government Code, and constitutes a valid and binding obligation of the County in the event development of the Project proceeds. The County acknowledges that the Developer is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to the Project.

**1.02 Legal Representation of the Parties**. This Agreement was negotiated by the Parties hereto with the benefit of legal representation and any rules of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply.

## ARTICLE II
## DEFINITIONS

**2.01 Definitions.**

**"Ad Valorem Property Tax"** means the County's ad valorem real and business personal property tax on the assessed value of the Project imposed consistent with the authority granted by Article 8 of the Texas Constitution.

**"Agreement"** means this Economic Development Program Agreement.

"**County**" means Williamson County, Texas.

"**Convention Center**" means the convention center described in Section 3.04**.**

"**Developer"** means KR Acquisitions, LLC, a Delaware limited liability Developer.

"**Economic Incentive Payment(s)**" ("**EIPs**") means all of the payments required to be paid by the County to the Developer this Agreement.

"**Effective Date**" is December __, 2016.

"**Full Time Equivalent Employee" ("FTE")** means a combination of employees, each of whom individually may not be a full-time employee because they are not employed on average at least 35 hours per week, but who, in combination, are counted as the equivalent of a full-time employee. FTE's shall include original hires or their replacements over time.

"**Hotel**" means the hotel described in Section 3.03.

"**Project**" means Project construction and operation of the Convention Center, Hotel and Water Park, as defined herein..

"**Property**" means the real property described and shown on **Exhibit A**.

"**Public Improvements**" means the Offsite Public Improvements, the Onsite Public Improvements and the Kenney Fort Blvd. Improvements located within and outside the boundaries of the Property that are necessary to serve the development of the Property and described in Section 6.02 of the Master Development Agreement.

"**Recapture Liability**" means the total amount of all EIP's that are paid as result of this Agreement that are subject to recapture by the County from the Developer in the event the County terminates this Agreement as a result of a default by the Developer.

"**State"** means the State of Texas.

**"Texas Public Information Act"** means Texas Government Code Chapter 552, as amended.

**"Water Park"** means the facility described in Section 3.05.

## ARTICLE III
## THE PROJECT

**3.01 General Description.** The Project will be planned, developed and constructed on the Property. The Project will be a master planned, mixed-use development that will be anchored by a Kalahari Resort and Convention Center, which will include the Hotel, the Convention Center, and the Water Park. In addition, the Project will include entertainment, recreation, and other uses permitted by the zoning of the Property at the time of development.

**3.02 Amount of Investment.** The Developer agrees to spend or cause to be spent a cumulative total of at least $350,000,000 in improvements to real property and additions to personal property within the Property not later than _____, subject to (a) the City of Round Rock (the "City") completing construction of the Offsite Public Improvements consistent with the construction schedule contemplated by Section 5.07 of the Master Development Agreement entered into between Developer and the City; (b) the City first issuing bonds to finance the construction of the Convention Center as described in Section 7.04 of the Master Development Agreement; (c) the Citty issuing all of the permits and other approvals necessary for construction of the Hotel, Convention Center, and Water Park; and (d) any delays caused by an event of force

majeure. Such costs shall include all hard costs and soft costs.

**3.03 The Hotel.** The Hotel shall have a minimum of 975 guest rooms, at least one full-service restaurant, additional food and beverage outlets, room service, valet parking, bell and concierge service, and entertainment and retail facilities. A spa or exercise facility shall be located within the Project. The Hotel shall be located on the Property, and shall be adjacent to the Convention Center. The Hotel may be located on a separate platted lot from the lot on which the Convention Center will be developed.

**3.04 The Convention Center.** The Convention Center shall have a minimum of 150,000 square feet of indoor convention, exhibition, and meeting space. The Convention Center shall be located on the Property and shall be attached or adjacent to the Hotel. The Convention Center may be located on a separate platted lot from the lot on which the Hotel will be developed.

**3.05 The Water Park.** The Water Park shall have a minimum of 200,000 square feet of water and related space attached or adjacent to the Hotel. The indoor portion of the Water Park may be in a separate building from the Hotel. The Water Park may include indoor and outdoor features. The Water Park may be located on a separate platted lot from the Hotel.

**3.06 Additional Property.** The Developer has entered into a contract to purchase an additional 1.5-acre tract of land known by the Parties as the "Boyles Tract,". The Parties agree that this Agreement will be amended to include the Boyles Tract as part of the "Property" after closing.

## ARTICLE IV
## OBLIGATIONS OF DEVELOPER

**4.01 Construction and Operation of the Project**. In consideration of and subject to the County's compliance with this Agreement, the Developer agrees to construct, operate, and maintain the Project and comply with all other the terms and conditions of this Agreement.

**4.02 Jobs.** The Developer agrees to cause the employment of at least 700 FTE's in the Project no later than 12 months after the Project is opened and to cause to be maintained at least 700 FTE's in the Project thereafter during the term of this Agreement.

**4.04 Job Compliance Affidavit**. Commencing 12 months after the Project is opened, the Developer agrees to provide to the County an annual Job Compliance Affidavit for the remainder of the term of this Agreement. A copy of the Job Compliance Affidavit form is attached hereto as **Exhibit B**. The County shall have the right, following reasonable advance notice to the Developer, to audit the Developer's records to verify that this obligation has been satisfied.

**4.05 Developer Accounting**. The Developer shall each maintain complete books and records showing its compliance with its obligations under this Agreement, which books and records shall be deemed complete if kept in accordance with generally acceptable accounting principles as applied to Texas corporations. Such books and records shall be available for examination by the

duly authorized officers or agents of the County during normal business hours upon request made not less than 10 business days prior to the date of such examination. The Developer shall maintain such books and records throughout the term of this Agreement. Such books and records contain confidential information of the Developer, including proprietary information, that is exempt from Texas public information act disclosure. If in the future the County. receives a request for public information, the County will (1) immediately notify the Developer as required by Section 552.305(d) of the Texas Public Information Act of the request for information; (2) withhold the requested information from disclosure pending a Texas Attorney General determination requiring disclosure; and (3) notify the requestor of the withholding pending the Texas Attorney General's determination. The notice to the Developer will include a copy of the written request for information and a statement that Developer may, within 10 business days of receiving the notice, submit to the Texas Attorney General reasons why the information in question should be withheld and explanations in support thereof. Developer, has 10 business days after receiving notice from the County of the request for public information to assert an exception from disclosure under Section 552.101, 552.110, 552.113, or 552.131 of the Texas Public Information Act and present its arguments to the Texas Attorney General for nondisclosure.

**4.06. Compliance with §22.07 of the Texas Tax Code.** The Developer agrees to allow the chief appraiser or his authorized representative to enter the premises of the Project in accordance with § 22.07 of the Texas Tax Code, as amended.

**4.07 Employee Benefits.** Developer agrees to provide County proof of provision of reasonably-affordable health insurance to all FTE's

**4.08 EIP Submittal Package**. In order to receive each annual EIP, the Developer shall submit submit to the County an EIP Submittal Package. Each EIP Submittal Package shall be in a form as approved by the County**.** If Developer shall fail to timely submit a Grant Submittal Package for a particular year, then the County ***may*** give Developer written notice of Developer's's failure to timely submit such EIP Submittal Package, and Developer shall have thirty (30) calendar days calculated from the date on which such written notice is given in which to submit such EIP Submittal Package. The County's determination of the amount of the EIP due to Developer is final.

## ARTICLE V
## ECONOMIC INCENTIVE PAYMENTS

**5.01 Conditions Precedent to Payment of EIPs.** The following conditions must be satisfied before all or any portion of the EIPs or the Supplemental EIPs are paid:

(a) **Construction of the Project.** Developer shall develop, plan, design, and construct the Project in accordance with the terms and conditions of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Developer and the County shall have no obligations or responsibilities under this Agreement if the City of Round Rock fails to substantially comply

with the terms and conditions of the Master Development Agreement entered into between Developer and the City..

(b) **Construction Schedule.** The Parties agree that it is their intention that the construction of the Hotel, Convention Center, and the Water Park will be complete no later than December 31, 2021, or such other date agreed upon by the Parties after finalizing the development schedule. The Parties agree that it is their intention to use their best efforts to work together to finalize a development schedule no later than December 31, 2017, that is reasonable and will meet the aforesaid goals.

**5.02 EIP'S Not Subject to Future Appropriations.** This Agreement shall not be construed as a commitment, issue or obligation of any specific taxes or tax revenues for payment to the Developer that require annual appropriation. The payments to be made to the Developer shall be made by the County as may be legally set aside for the implementation of Article III, Section 52a of the Texas Constitution or Chapter 381 of the Local Government Code or any other economic development or financing program authorized by statute or home rule powers of the County under applicable Texas law, subject to any applicable limitations or procedural requirements. To the extent there is a conflict between this paragraph and any other language or covenant in this Agreement, this paragraph shall control.

**5.03 EIP Recapture**. In the event the County terminates this Agreement as result of a default by the Developer, the County may recapture and collect from the Developer the Recapture Liability. Provided however, the Recapture Liability hereunder shall not exceed, in the aggregate, an amount equal to the EIPs paid hereunder during the immediately preceding two calendar years. Developer shall pay to the County the Recapture Liability within 30 days after the County makes demand for same, subject to any and all lawful offsets, settlements, deduction, or credits to which Developer may be entitled. Notwithstanding anything herein to the contrary, such Recapture Liability shall not exceed, in the aggregate, an amount equal to all EIPs that were paid pursuant to this Agreement from the Effective Date to the date of termination (together with interest thereon to be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas, but without the addition of a penalty). The County shall have all remedies for the collection of the Recapture Liability as provided generally in the Tax Code for the collection of delinquent property taxes.

**5.04 Undocumented Workers.** The Developer and Tenant each certify that it does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the term of this Agreement, the Developer or Tenant is convicted of a violation under 8 U.S.C. § 1324a(f), the Developer or Tenant, respectively, shall repay the amount of the public subsidy provided under this Agreement as required by law. Pursuant to Section 2264.101, Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

## ARTICLE VI
## OBLIGATIONS OF COUNTY

**6.01 EIP Reimbursement**. During the term of this Agreement and so long as an Event of Default has not occurred and is continuing as set forth in this Agreement (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), County will comply with the following terms and conditions:

(a) For each calendar year during the term of this Agreement and beginning in tax year 2018, an amount equaled to 50% the real and business personal Ad Valorem Property Tax revenue paid by Developer and attributed solely to the Project shall be tendered from the County's general fund as an EIP Reimbursement by the County to Developer on an annual basis upon Developer's satisfaction of the requirements of this Agreement. The County agrees to process any County EIP's to Developer within sixty (60) days after the County has approved the EIP Submittal Package.

(b) The above-described EIP's shall be paid for a period of fifteen (15) years, so long as Developer complies with the terms and condition of this Agreement. If Developer remains in substantial compliance with the terms and conditions of the Agreement, the Court will grant a fifteen (15) year extension.After the extended term has expired, all future Ad Valorem Taxes shall be retained by the County.

(c) Developer agrees that it is the sole obligation of Developer to present satisfactory evidence to the County that all Ad Valorem Tax payments have actually been paid to and received by the County for the Project. If for any reason, the County is unable to verify that the Ad Valorem Tax payments were received by the County, the County is under no obligation to make the Grant payments.

## ARTICLE VII
## MISCELLANEOUS

**7.01 Mutual Assistance**. The County and the Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

**7.02 Representations and Warranties**. The County represents and warrants to the Developer that: (a) this Agreement is within its authority, (b) it is duly authorized and empowered to enter into this Agreement, and (c) this Agreement is enforceable against the County. The Developer, represents and warrants to the County that it has the requisite authority to enter into this Agreement and this agreement is enforceable against it.

**7.03 Default; Remedies**.

(a) No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure, such reasonable time determined based on the nature of the alleged failure, but in no event less than 30 days or more than 90 days after written notice of the alleged failure has been given. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given or another Party begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within five business days after it is due.

(b) IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, THE REMEDIES STATED HREIN, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGEMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.

(c) In lieu of the remedies identified herein, the County may opt to pursue any of the following remedies, in which case such remedy shall be the exclusive remedy for the default to which it applies:

(i) If the Developer is in Default in that the amount by which the investment which falls short of $350,000,000, this amount may be deducted from the payments required to be paid by the County to the Developer and the Tenant pursuant to this Agreement.

(iii) If the Developer is in Default of Section 4.03 (Jobs), $5,000 for each job not provided may be deducted from the payments required to be paid by the County to the Developer pursuant to this Agreement.

(d) In the event any legal action or proceeding is commenced between the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

**7.04 Binding Effect; Entire Agreement**. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns. This Agreement constitutes the entire agreement between the Parties and supersede all prior agreements, whether oral or written, covering the subject matter of this Agreement.

**7.05 Attorney's Fees**. In the event any legal action or proceeding is commenced between all or

some of the Parties to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

**7.06 Binding Effect**. This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors and assigns.

**7.07 Assignment**. Except as otherwise provided in this section, the Developer may not assign all or part of its rights and obligations to a third party without the express written consent of the County unless such assignment is a collateral assignment to a lender. The Developer may each assign all or part of its respective rights and obligations under this Agreement to an entity that is controlled by or under common control with the Developer, and shall provide a copy of the assignment to the County within 15 days after the effective date of the assignment.

**7.08 Amendment**. This Agreement may be amended only by the mutual written agreement of the Parties.

**7.09 Notice**. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, by electronic mail, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

If to County: Williamson County
County Judge
710 Main Street, suite 101
Georgetown, Texas 78626

If to the Developer:

KR Acquisitions LLC

P.O. Box 590
1305 Kalahari Drive
Wisconsin Dells, WI 53965
Attn: Mary Bonte Spath
Phone: (608) 254-5320
Email: mbonte@kalahariresorts.com

With required copy to:

Shupe Ventura Lindelow & Olson, PLLC
9406 Biscayne Blvd.
Dallas, Texas 74218
Attn: Misty Ventura
Phone: (214) 328-1101
Email: misty.ventura@svlandlaw.com

Any Party may designate a different address at any time upon written notice to the other Parties.

**7.10 Interpretation**. Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

**7.12 Applicable Law**. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

**7.13 Severability**. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the Parties that the remainder of this Agreement shall not be affected. It is also the intention of the Parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

**7.14 Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

**7.15 No Third Party Beneficiaries**. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

**7.16 Force Majeure**. Except as otherwise provided herein, an equitable adjustment shall be made for delay or failure in performing if such delay or failure is caused, prevented, or restricted by conditions beyond that Party's reasonable control (an "event of force majeure"). An event of force majeure for the purposes of this Agreement shall include, but not be limited to, acts of God, fire; explosion, vandalism; storm or similar occurrences; orders or acts of military or civil authority; litigation; changes in law, rules, or regulations outside the control of the affected Party; national emergencies or insurrections; riots; acts of terrorism; or supplier failures, shortages or breach or delay; unusual weather events; and unusual delays in obtaining County approvals of plats, permits, or other development approvals required to construct and operate the Project.

Except as otherwise expressly provided herein, there shall be an equitable adjustment allowed for performance under this Agreement as the result of any event of force majeure.

**7.17 Exhibits**. The following **Exhibits A - B** are attached and incorporated by reference for all purposes:

| | |
|---|---|
| **Exhibit A**: | Property Description and Depiction |
| **Exhibit B**: | Job Compliance Affidavit |

**7.18 No Joint Venture**. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

**7.19 Term**. This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate fifteen (15) years after the Effective Date. However, if Developer remains in substantial compliance with the terms and conditions of this Agreement, the Commissioners Court shall extend the term for an additional fifteen (15) years.

EXECUTED to be effective as of the Effective Date.

(SIGNATURES ON FOLLOWING PAGES)

**WILLIAMSON COUNTY, TEXAS,**

By:_____
Dan A. Gattis, County Judge

Date: _____

Attest:

_____
Nancy Rister, County Clerk

**KR ACQUISITONS, LLC**
a Delaware limited liability Developer

By: _____
Todd Nelson, President

Date: _____

# EXHIBIT A

## PROPERTY DESCRIPTION AND DEPICTION

**EXHIBIT B**

**JOB COMPLIANCE AFFIDAVIT**

**BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____(NAME)_____, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED BELOW AND AFTER HAVING BEEN DULY SWORN, ON HIS/HER OAT STATED AS FOLLOWS:**

1. **"MY NAME IS _____. I AM OVER THE AGE OF 21 YEARS AND AM CAPABLE OF MAKING THIS AFFIDAVIT. THE FACTS STATED IN THIS AFFIDAVIT ARE WITHIN MY PERSONAL KNOWLEDGE AND ARE TRUE AND CORRECT.**

2. **"I AM THE _____(TITLE)_____ OF _____ AND I AM DULY AUTHORIZED TO MAKE THIS AFFIDAVIT.**

3. **"AS OF DECEMBER 31, 201__, ____ (NUMBER OF FTE'S) WERE EMPLOYED AT THE RPOJECT.**

**DATED THIS ____ DAY OF _____, 201__.**

_____

**(PRINTED NAME)**

_____

**(TITLE)**

**SUBSCRIBED AND SWORN TO BEFORE ME ON THIS THE _____ DAY OF _____, 201__.**

_____

NOTARY PUBLIC, STATE OF _____

**Commissioners Court - Regular Session** **32.**

**Meeting Date:** 12/20/2016

Development Agreement

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss consider and take appropriate action authorizing county judge to execute a development agreement with Ashby Capital Investments, LLC.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Ashby Development Agreement

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:19 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 09:51 AM |
| Final Approval Date: 12/15/2016 | | |

## DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on this the 16th day of December, 2016, by and between the **WILLIAMSON COUNTY, TEXAS**, a Texas political subdivision (the "County"), and **ASHBY CAPITAL INVESTMENTS, LLC** ("Ashby"), an individual (hereinafter collectively referred to as the "Parties").

RECITALS:

WHEREAS, Ashby is the owner of that certain real property located in Williamson County, Texas, and described in Exhibit "A", attached hereto and incorporated herein (hereinafter referred to as the "Land");

WHEREAS, Ashby agrees to grant to the County sixty feet (60') of right-of-way on the Land as described in Exhibit "B", attached hereto and incorporated herein (hereinafter the "ROW");

WHEREAS, Ashby agrees to construct a roadway within the ROW as described by Exhibit "C, attached hereto and incorporated herein (hereinafter the "Roadway");

WHEREAS, a security bond in the amount of $140,000.00 is presently held in escrow by the County (the "Security"); and

WHEREAS, the County and Ashby desire to enter into this Agreement to set forth in writing certain covenants and agreements;

NOW, THEREFORE, that for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and Ashby agree as follows:

## AGREEMENT

1. Project. Ashby will construct the Roadway, as described in Exhibit "C", to specifications approved by the County (the "Project").

2. Effective Date. This Agreement shall be effective on the date it has been signed by both parties.

3. Survey. Ashby will provide a survey acquired at his sole cost for the Roadway.

4. Construction and Completion of Project. Ashby agrees to design, install, construct, and be initially responsible for all costs of development and construction of the Project. Ashby agrees to construct the Project in conformance with Exhibit "C" and all applicable regulations. Ashby agrees to present the Project plans and specifications to the County for

approval prior to beginning construction. Project construction may not commence until the County has approved, in writing, the Project plans and specifications. Ashby must complete construction of the Project within six (6) months of the effective date of this Agreement. Ashby must send notice to the County within ten (10) days of completion of the Project; said notice shall include copies of all invoices paid by Ashby related to the construction of the Project.

5. Payment. County shall reimburse Ashby up to and no more than $70,000 for construction costs over and above $140,000. County shall pay to Ashby 20% of the bid award prior to commencement of construction. Upon the County's receipt of Ashby's notice of completion and invoices, the County shall have the opportunity to inspect the Project to ensure compliance with the Project plans and specifications. If the Project is completed in accordance with the plans and specifications, the County shall cause the Security to be released.

6. Right-of-Way. After completion of the survey, Ashby shall dedicate to the County the right-of-way, at the location in Exhibit "B".

7. No Partnership. This Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties.

8. Notice. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows: (i) when delivered personally to the recipient's address as stated in this Agreement; or (ii) sent, by certified or registered mail, return receipt requested to the recipient's address as stated in this Agreement. The addresses of the parties provided below may be changed by similar notice in writing given by the party whose address is to be changed. For the purposes of this Section 9, the addresses of the parties for all notices are as follows:

If to the County: Williamson County
Attention: Dan A. Gattis, County Judge
710 S. Main St.
Georgetown, TX 78626

If to Ashby: Ashby Capital Investments, LLC
c/o Norman E. Ashby
112 Coopers Hill Road
Georgetown, TX 78633

9. Miscellaneous.

(a) Force Majeure. Neither the County nor Ashby shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible or circumstances beyond its control. However, notice of such

(b) Assignment. This Agreement may be assigned with the prior express written consent of the County, which consent shall not be unreasonably, withheld, conditioned or delayed.

(c) Modification. This Agreement may not be modified or amended except by a subsequent agreement in writing signed by both parties.

(d) Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

(e) Entire Agreement. This Agreement and Exhibits "A" – "C", attached hereto constitute the entire agreement and understanding between the parties and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

(f) Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Texas and venue for any legal proceedings instituted regarding this Agreement will be in Lee County, Texas.

(g) Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any provisions hereof.

(h) Gender and Number. Words of any gender used in this Agreement will be construed to include the other gender and words in the singular number will be construed to include the plural, and vice versa, as the context may require herein.

(i) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one (1) agreement; but in making proof of this Agreement, it shall be necessary to produce or account for more than one such counterpart.

*(Signatures on the following page)*

EXECUTED to be effective this _____ day of _____, 2016.

**WILLIAMSON COUNTY**

By:_____
Dan A. Gattis, County Judge

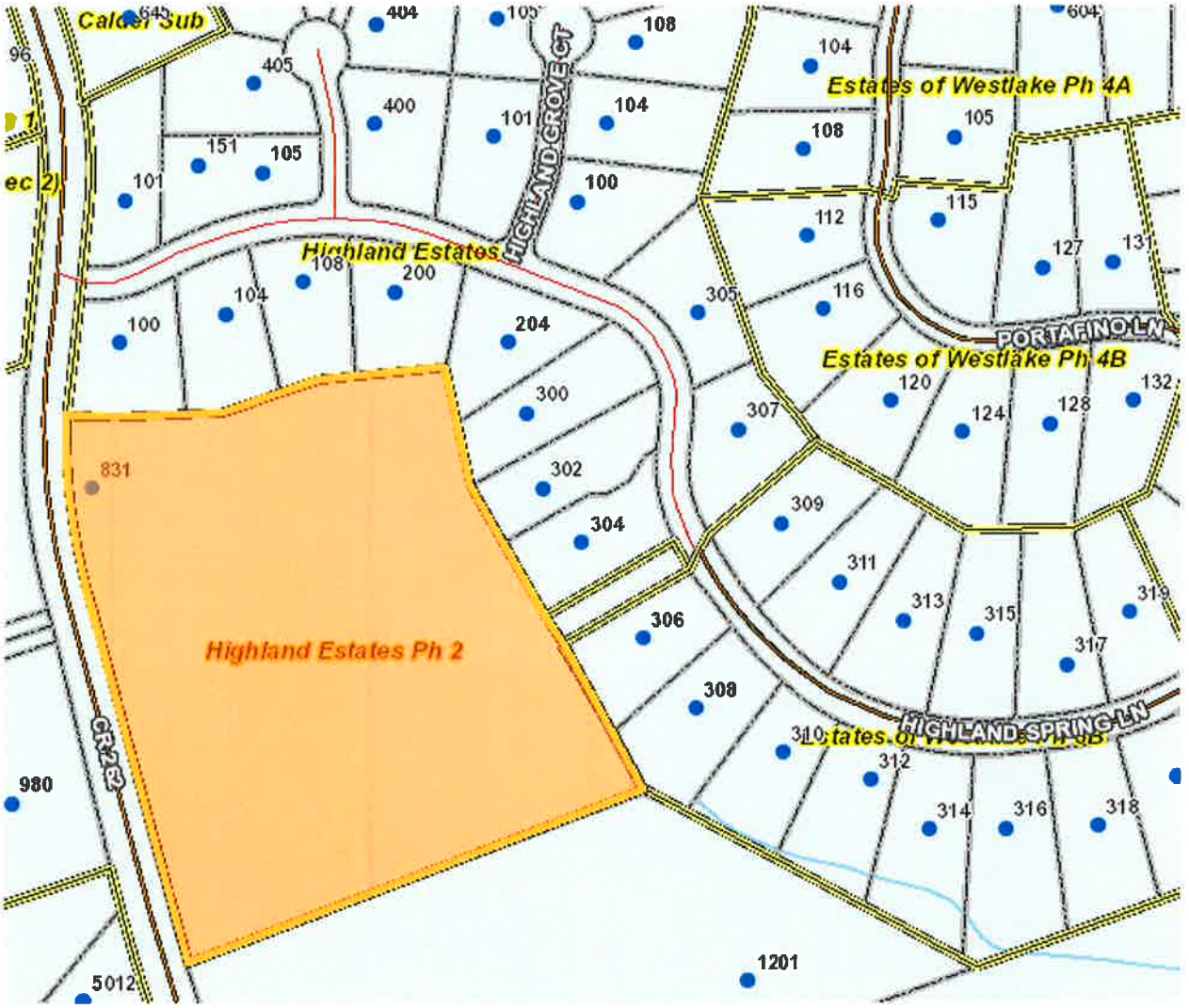
Date: _____

**ASHBY CAPITAL INVESTMENTS, LLC**

By: Norman E Ashby
Norman E. Ashby, President

Date: 12/14/16

# EXHIBIT “A”


Calder Sub
Highland Estates
HIGHLAND GROVE CT
Estates of Westlake Ph 4A
Estates of Westlake Ph 4B
PORTAFINO LN
HIGHLAND SPRING LN
Highland Estates Ph 2
CR 23
831
980
5012
1201

# EXHIBIT "B"

# QUICK INC.

## LAND SURVEYING

**3305 SHELL ROAD, SUITE 100, GEORGETOWN, TEXAS 78633**
**PHONE: 512-915-4950**

**FIELD NOTES FOR A 0.028 ACRE TRACT OF LAND:**

BEING A 0.028 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.028 ACRE TRACT BEING A PORTION OF THAT CERTAIN 28.752 ACRE TRACT RECORDED IN DOCUMENT NO. 2015070076, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID **0.028 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in the west right-of-way line of Highland Springs Lane, said point being the north corner of Lot 9, Estates of Westlake Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, a southeast corner of said 28.752 acre tract and being a southeast corner of the herein described tract;

1. **Thence,** with a southeast line of said 28.752 acre tract, the northwest line of said Lot 9, Estates of Westlake Phase 3B, **S 58° 38' 42" W**, a distance of **4.68'** to a calculated point located in a transmission pad for a southwest corner of the herein described tract;

Thence, departing the northwest line of said Lot 9 and following multiple southern lines of said 28.752 acre tract the following three (3) courses and distances:

2. **N 27° 05' 10" W**, a distance of **56.43'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an interior corner of the herein described tract;

3. **S 58° 37' 51" W**, a distance of **272.77'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an exterior corner of the herein described tract;

4. **N 31° 22' 09" W**, a distance of **3.79'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the western most corner of the herein described tract;

Thence, severing said 28.752 acre tract the following two (2) courses and distances:

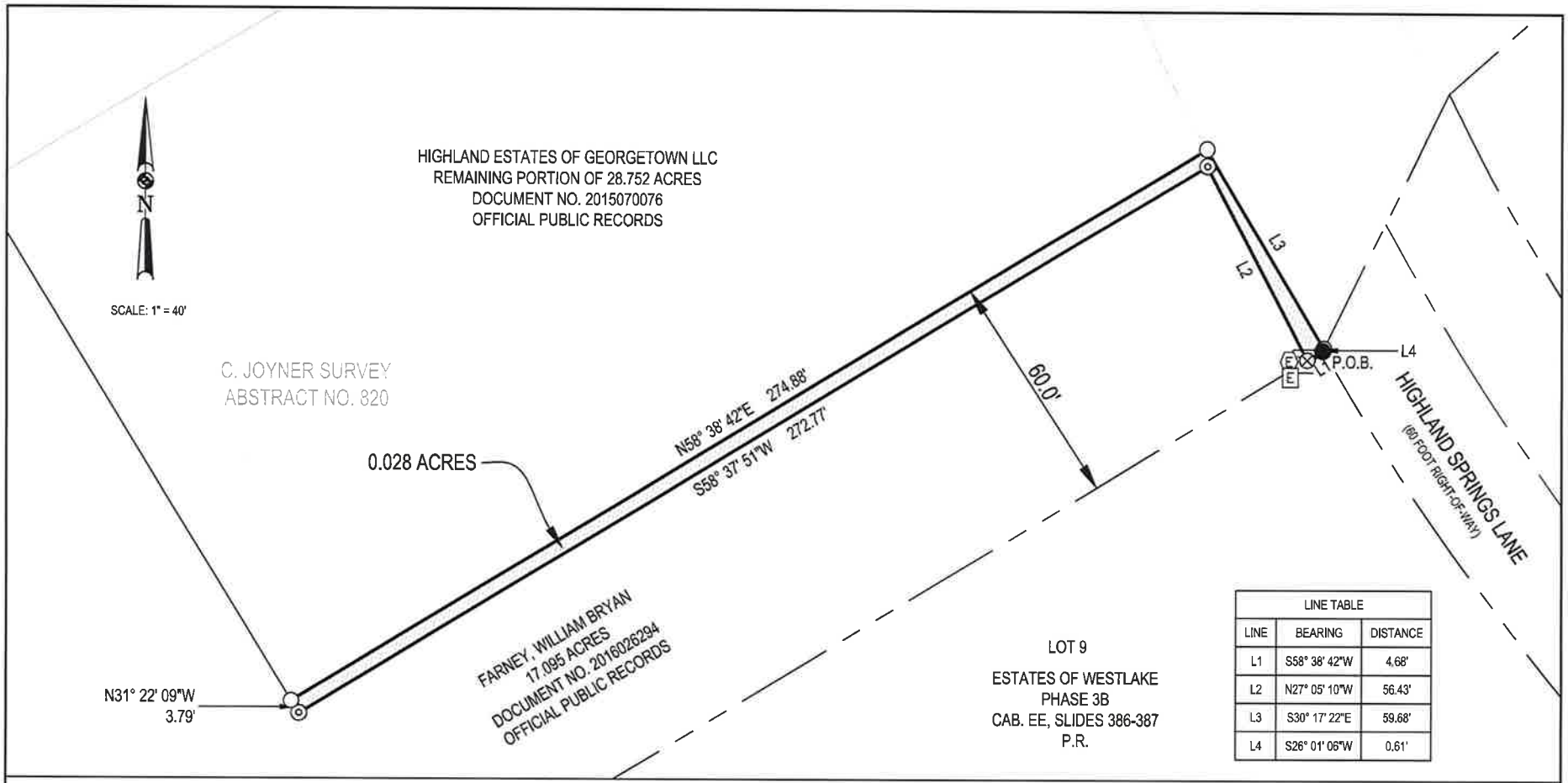
5. **N 58° 38' 42" E**, a distance of **274.88'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the northeast corner of the herein described tract;

6. **S 30° 17' 22" E**, a distance of **59.68'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap located in the northwest right-of-way end line of Highland Springs Lane recorded in said Estates of Westlake Phase 3B plat;

7. **Thence,** with the northwest right-of-way end line of said Highland Springs Lane, **S 26° 01' 06" W**, a distance of **0.61'** to the **POINT OF BEGINNING** containing **0.028 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Travis L. Quicksall Date: 05/27/2016
RPLS #6447
Job #14-4241.3 0.028Acres




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S58° 38' 42"W | 4.68' |
| L2 | N27° 05' 10"W | 56.43' |
| L3 | S30° 17' 22"E | 59.68' |
| L4 | S26° 01' 06"W | 0.61' |

NOTES:
1) FIELD WORK PERFORMED ON: MARCH 2016
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
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.
4) ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.4) ONLY APPARENT UTILITIES WERE LOCATED. NO ATTEMPT HAS BEEN MADE AS PART OF THIS SURVEY TO SHOW THE EXISTENCE, SIZE, DEPTH, CONDITION, OR LOCATION OF ANY UNDERGROUND UTILITY. FOR INFORMATION REGARDING UNDERGROUND UTILITIES PLEASE CONTACT THE APPROPRIATE AGENCY.

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

LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| ● | FOUND 1/2" IRON ROD |
| ◎ | FOUND 1/2" IRON WITH A RED "MATKIN HOOVER" CAP |
| ⊗ | CALCULATED POINT |
| ○ | SET 1/2" IRON ROD WITH A BLUD "QUICK INC RPLS 6447" PLASTIC CAP |
| TR | ELECTRIC TRANSFORMER |
| E | ELECTRIC BOX |
| (E) | ELECTRIC METER |

SURVEY SHOWING A 0.028 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.028 ACRE TRACT BEING A PORTION OF THAT CERTAIN 28.752 ACRE TRACT RECORDED IN DOCUMENT NO. 2015070076, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE: MAY 27, 2016
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 14-4241.3

# QUICK INC.

## LAND SURVEYING

**3305 SHELL ROAD, SUITE 100, GEORGETOWN, TEXAS 78633**
**PHONE: 512-915-4950**

**FIELD NOTES FOR A 0.347 ACRE TRACT OF LAND:**

BEING A 0.347 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE TRACT BEING A PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO. 2016026294, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID **0.347 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found at the west corner of Lot 9, Estates of Westlake Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, said point being an interior corner of said 17.095 acre tract and being the southwest corner of the herein described tract;

1. **Thence,** severing said 17.095 acre tract, **N 35° 44' 11" W**, a distance of **56.37'** to a 1/2" iron rod with a red "MATKIN HOOVER" plastic cap located at a common corner of said 17.095 acre tract and a called 28.752 acre tract recorded in Document No. 2015070076, Official Public Records, Williamson County, Texas;

Thence, following the common lines of said 17.095 acre tract and said 28.752 acre tract the following two (2) courses and distances:

2. **N 58° 37' 51" E**, a distance of **272.77'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for the north corner of the herein described tract;

3. **S 27° 05' 10" E**, a distance of **56.43'** to a calculated point located in the northwest line of said Lot 9, Estates of Westlake Phase 3B, said point being an exterior corner of said 28.752 acre tract, the east corner of said 17.095 acre tract and being the east corner of the herein described tract;

4. **Thence,** with the northwest line of said Lot 9, Estates of Westlake Phase 3B, the a southeast line of said 17.095 acre tract, **S 58° 38' 42" W**, a distance of **264.27'** to the **POINT OF BEGINNING** containing **0.347 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Travis L. Quicksall Date: 05/27/2016
RPLS #6447
Job #14-4241.4 0.347 Acres

# QUICK INC.

## LAND SURVEYING

**3305 SHELL ROAD, SUITE 100, GEORGETOWN, TEXAS 78633**
**PHONE: 512-915-4950**

**FIELD NOTES FOR A 0.028 ACRE TRACT OF LAND:**

BEING A 0.028 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.028 ACRE TRACT BEING A PORTION OF THAT CERTAIN 28.752 ACRE TRACT RECORDED IN DOCUMENT NO. 2015070076, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID **0.028 ACRE TRACT** BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

Beginning at a 1/2" iron rod found in the west right-of-way line of Highland Springs Lane, said point being the north corner of Lot 9, Estates of Westlake Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, a southeast corner of said 28.752 acre tract and being a southeast corner of the herein described tract;

1. **Thence,** with a southeast line of said 28.752 acre tract, the northwest line of said Lot 9, Estates of Westlake Phase 3B, **S 58° 38' 42" W**, a distance of **4.68'** to a calculated point located in a transmission pad for a southwest corner of the herein described tract;

Thence, departing the northwest line of said Lot 9 and following multiple southern lines of said 28.752 acre tract the following three (3) courses and distances:

2. **N 27° 05' 10" W**, a distance of **56.43'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an interior corner of the herein described tract;

3. **S 58° 37' 51" W**, a distance of **272.77'** to a 1/2" iron rod found with a red "MATKIN HOOVER" plastic cap located for an exterior corner of the herein described tract;

4. **N 31° 22' 09" W**, a distance of **3.79'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the western most corner of the herein described tract;

Thence, severing said 28.752 acre tract the following two (2) courses and distances:

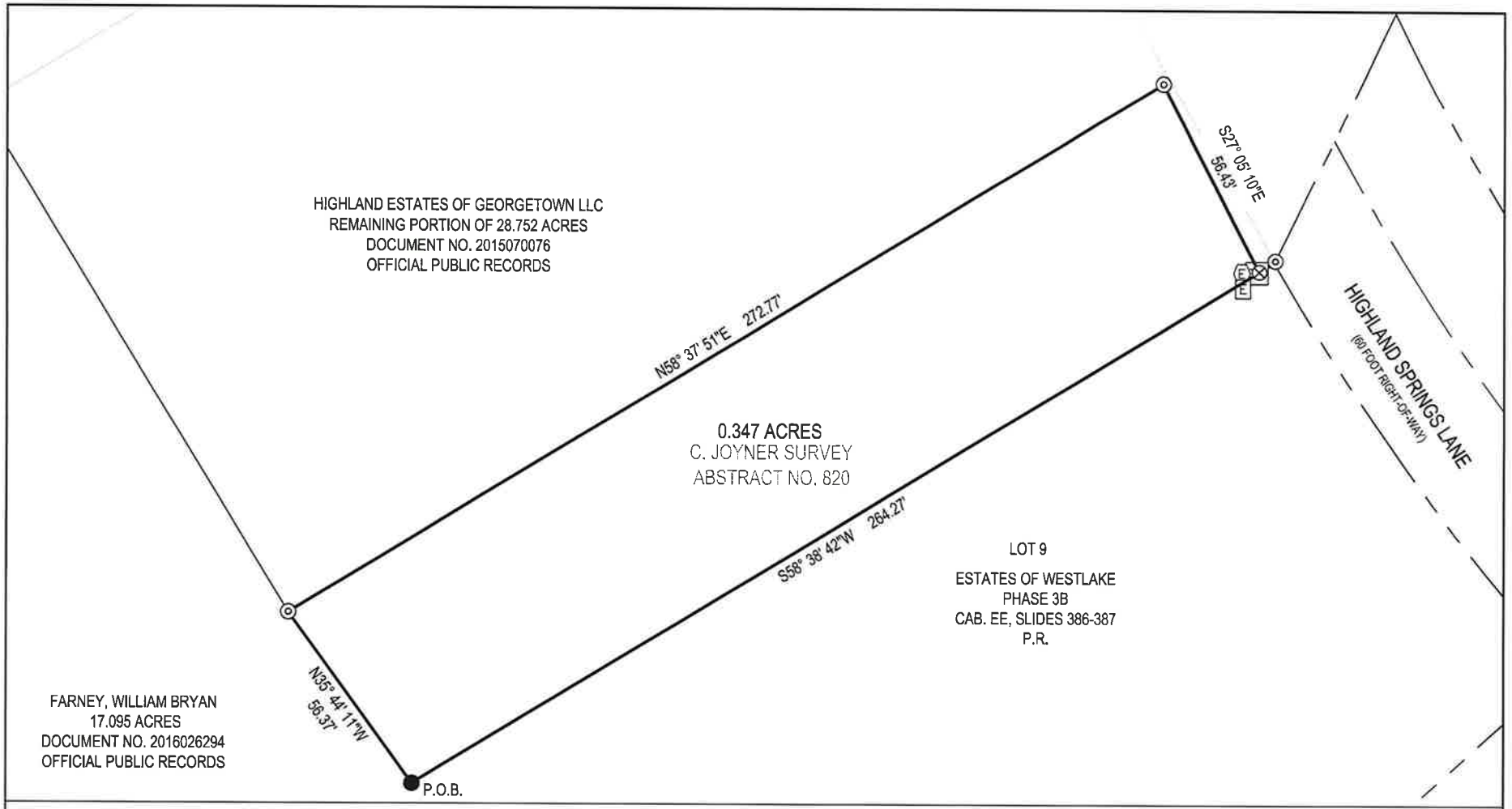
5. **N 58° 38' 42" E**, a distance of **274.88'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the northeast corner of the herein described tract;

6. **S 30° 17' 22" E**, a distance of **59.68'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap located in the northwest right-of-way end line of Highland Springs Lane recorded in said Estates of Westlake Phase 3B plat;

7. **Thence,** with the northwest right-of-way end line of said Highland Springs Lane, **S 26° 01' 06" W**, a distance of **0.61'** to the **POINT OF BEGINNING** containing **0.028 acres** of land.

Note: The basis of bearing was established using the Trimble VRS Network, NAD (83), Texas State Plane Coordinate System, Central Zone, 4203, US Survey Foot, Grid.

Travis L. Quicksall Date: 05/27/2016
RPLS #6447
Job #14-4241.3 0.028Acres




NOTES:
1) FIELD WORK PERFORMED ON: MARCH 2016
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
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.
4) ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
5) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.

QUICK INC.
LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4350
MAILING ADDRESS: 4500 WILLIAMS DR. SUITE 212, BOX 228, GEORGETOWN, TX 78633

LEGEND

| | |
|---|---|
| P.O.B. | POINT OF BEGINNING |
| ● | FOUND 1/2" IRON ROD |
| ◎ | FOUND 1/2" IRON WITH A RED "MATKIN HOOVER" CAP |
| ⊗ | CALCULATED POINT LOCATED IN A TRANSMISSION BOX |
| ○ | SET 1/2" IRON ROD WITH A BLUD "QUICK INC RPLS 6447" PLASTIC CAP |
| TR | ELECTRIC TRANSFORMER |
| E | ELECTRIC BOX |
| E | ELECTRIC METER |

SURVEY SHOWING A 0.347 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, WILLIAMSON COUNTY, TEXAS, SAID 0.347 ACRE TRACT BEING A PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO. 2016026294, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE: MAY 27, 2016
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 14-4241.4

# QUICK INC.

## LAND SURVEYING

**Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628**
**Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633**
**Phone: 512-915-4950**


**FIELD NOTES – COUNTY RIGHT-OF-WAY DEDICATION, TRACT 1, 0.565 ACRES:**

**BEING A 0.565 ACRE** TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, AND THE G.B. MAYHALL SURVEY, ABSTRACT NO. 821, WILLIAMSON COUNTY, TEXAS, SAID 0.565 ACRE TRACT BEING A PORTION OF THAT CERTAIN 10.735 ACRE TRACT RECORDED IN DOCUMENT NO. 2016105907, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 0.565 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap located in the east right-of-way line of County Road 262, said point being the southwest corner of the parent 10.735 acre tract and being the southwest corner of the herein described tract;

1. **Thence,** with the east right-of-way line of County Road 262, the west line of said 10.735 acre tract **N 16° 38' 51" W,** a distance of **55.00'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for the northwest corner of the herein described tract, said point being at the beginning of a non-tangent curve to the left;

2. with said curve to the left containing a radius of 25.00', **a curve length of 39.27',** a central angle of 90°00'00", a chord bearing S 61° 38' 51" E and a chord distance of 35.36' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

Thence, departing the east right-of-way line of County Road 262, across said 10.735 acre tract the following ten (10) courses and distances:

3. **N 73° 21' 09" E** a distance of **94.86'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

4. with said curve to the right containing a radius of 480.00', **a curve length of 60.83',** a central angle of 07°15'40", a chord bearing N 76° 58' 59" E and a chord distance of 60.79' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

5. **N 80° 36' 49" E** a distance of **137.40'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

6. with said curve to the left containing a radius of 420.00', **a curve length of 87.12'**, a central angle of 11°53'05", a chord bearing N 74° 40' 17" E and a chord distance of 93.17' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

7. **N 68° 43' 45" E** a distance of **103.64'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

8. with said curve to the left containing a radius of 420.00', **a curve length of 90.61'**, a central angle of 12°21'41", a chord bearing N 62° 32' 54" E and a chord distance of 90.44' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

9. **N 56° 22' 04" E** a distance of **142.46'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

10. with said curve to the right containing a radius of 480.00', **a curve length of 19.08'**, a central angle of 02°16'38", a chord bearing N 57° 30' 23" E and a chord distance of 19.08' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

11. **N 58° 38' 42" E** a distance of **50.82'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap located at the south corner of 1.000 acre tract being Lot 1, Highland Estates recorded in Document No. 2016055892, Plat Records, Williamson County, Texas, said point being in east line of said 10.735 acre tract and being the north corner of the herein described tract;

12. **Thence, S 31° 22' 09" E,** a distance of **3.79'** to a 1/2" iron rod found with a red "MATKIN HOOVER ENG." plastic cap located at the south corner of a right-of-way dedication shown on said Highland Estates subdivision plat, said point being an angle point of the herein described tract;

13. **Thence, S 35° 44' 11" E** a distance of **26.28'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap located at the southeast corner of said 10.735 acre tract, said point being the southeast corner of the herein described tract;

Thence, with the southeast line of said 10.735 acre tract the following nine (9) courses and distances:

14. **S 58° 38' 42" W** a distance of **52.83'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

15. with said curve to the left containing a radius of 450.00', a **curve length of 17.89'**, a central angle of 02°16'38", a chord bearing S 57° 30' 23" W and a chord distance of 17.88' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

16. **S 56° 22' 04" W** a distance of **142.46'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

17. with said curve to the right containing a radius of 450.00', **a curve length 97.09'**, a central angle of 12°21'41", a chord bearing S 62° 32' 54" W and a chord distance of 96.90' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

18. **S 68° 43' 45" W** a distance of **103.64'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

19. with said curve to the right containing a radius of 450.00', **a curve length of 93.34'**, a central angle of 11°53'05", a chord bearing S 74° 40' 17" W and a chord distance of 93.17' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

20. **S 80° 36' 49" W** a distance of **137.40'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

21. with said curve to the left containing a radius of 450.00', **a curve length of 57.03'**, a central angle of 07°15'40", a chord bearing S 76° 58' 59" W and a chord distance of 56.99' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

22. **S 73° 21' 09" W** a distance of **119.86'** to the **POINT OF BEGINNING** containing 0.565 acres of land.

Travis L. Quicksall Date: 12/12/2016
RPLS #6447
Job #16-2001.4

# QUICK INC.

## LAND SURVEYING

**Office Address: 3305 Shell Rd. Suite 100, Georgetown, Texas 78628**
**Mailing Address: 4500 Williams Dr. , Suite 212, Box 228, Georgetown, Texas 78633**
**Phone: 512-915-4950**


**FIELD NOTES – COUNTY RIGHT-OF-WAY DEDICATION, TRACT II, 0.572 ACRES:**

**BEING A 0.572 ACRE** TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, AND THE G.B. MAYHALL SURVEY, ABSTRACT NO. 821, WILLIAMSON COUNTY, TEXAS, SAID 0.572 ACRE TRACT BEING A PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO. 2016082279, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS; SAID 0.572 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap located in the east right-of-way line of County Road 262, said point being the southwest corner of a 10.735 acre tract recorded in Document No. 2016105907, Official Public Records, Williamson County, Texas;

Thence, with the southeast lines of said 10.735 acre tract the following nine (9) courses and distances:

1. **N 73° 21' 09" E** a distance of **119.86'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

2. with said curve to the right containing a radius of 450.00', **a curve length of 57.03'**, a central angle of 07°15'40", a chord bearing N 76° 58' 59" E and a chord distance of 56.99' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

3. **N 80° 36' 49" E** a distance of **137.40'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

4. with said curve to the left containing a radius of 450.00', **a curve length of 93.34'**, a central angle of 11°53'05", a chord bearing N 74° 40' 17" E and a chord distance of 93.17' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

5. **N 68° 43' 45" E** a distance of **103.64'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

6. with said curve to the left containing a radius of 450.00', **a curve length 97.09'**, a central angle of 12°21'41", a chord bearing N 62° 32' 54" E and a chord distance of 96.90' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

7. **N 56° 22' 04" E** a distance of **142.46'** to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

8. with said curve to the right containing a radius of 450.00', a **curve length of 17.89'**, a central angle of 02°16'38", a chord bearing N 57° 30' 23" E and a chord distance of 17.89' to a 1/2" iron rod found with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

9. **N 58° 38' 42" E** a distance of **52.83'** to a 1/2" iron rod with a "MATKIN HOOVER ENG." plastic cap located at the southeast corner of said 10.735 acre tract, said point being in the east line of said being the northeast corner of the herein described tract;

10. **Thence,** across the remaining portion of said 17.095 acre tract, **S 35° 44' 11" E** a distance of **30.09'** to a 1/2" iron rod found at the west corner of Lot 9, Estates of Westlake, Phase 3B, recorded in Cabinet EE, Slides 386-387, Plat Records, Williamson County, Texas, said point being in interior corner of said 17.095 acre tract and being the southeast corner of the herein described tract;

Thence, across the remaining portion of said 17.095 acre tract the following ten (10) courses and distances:

11. **S 58° 38' 42" W** a distance of **55.13'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

12. with said curve to the left containing a radius of 420.00', a **curve length of 16.69'**, a central angle of 02°16'38", a chord bearing S 57° 30' 23" W and a chord distance of 16.69' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

13. **S 56° 22' 04" W** a distance of **142.46'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

14. with said curve to the right containing a radius of 480.00', **a curve length 97.09'**, a central angle of 12°21'41", a chord bearing S 62° 32' 54" W and a chord distance of 96.90' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

15. **S 68° 43' 45" W** a distance of **103.64'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the right;

16. with said curve to the right containing a radius of 480.00', **a curve length of 99.56'**, a central angle of 11°53'05", a chord bearing S 74° 40' 17" W and a chord distance of 99.39' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

17. **S 80° 36' 49" W** a distance of **137.40'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

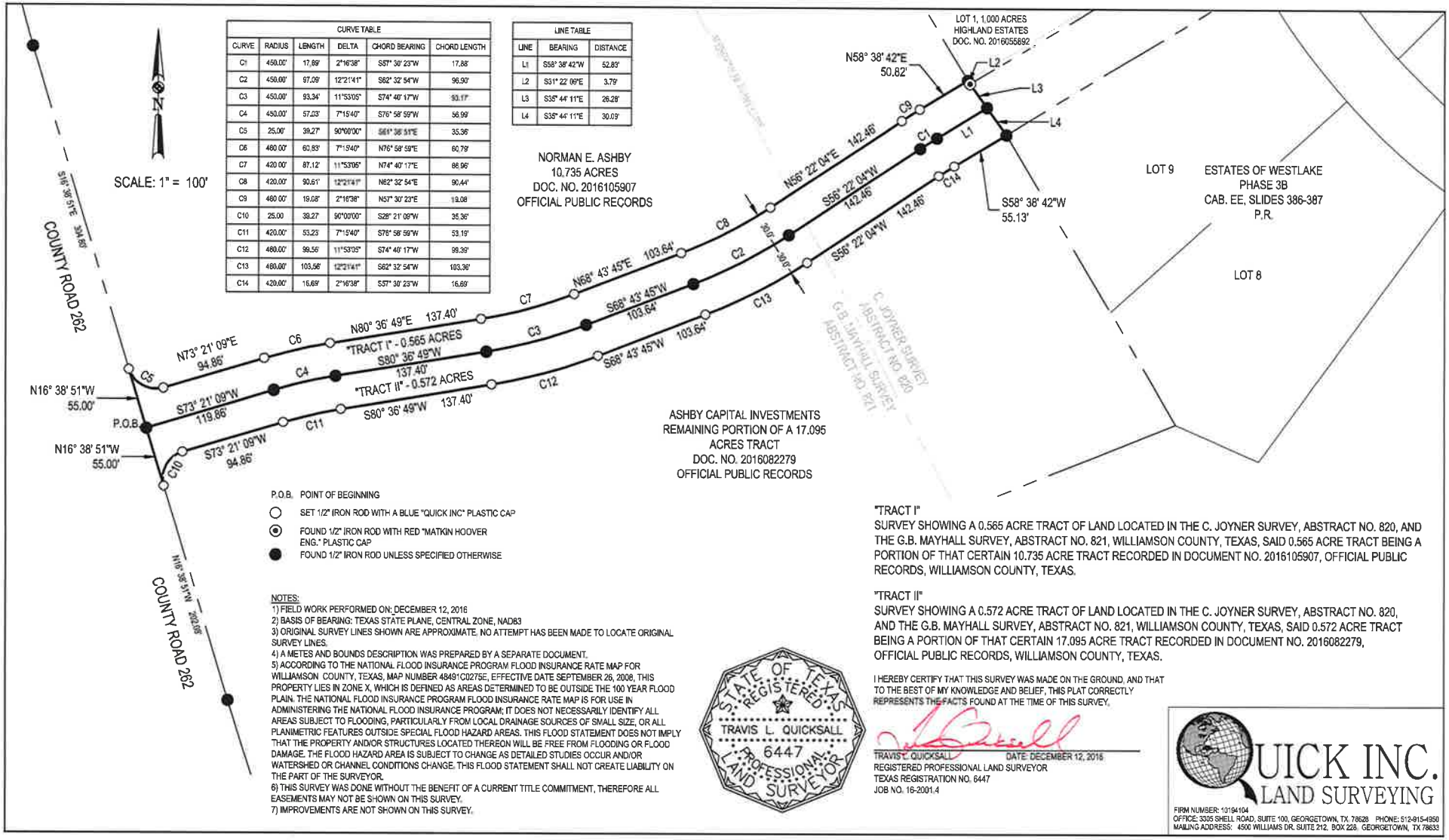
18. with said curve to the left containing a radius of 420.00', **a curve length of 53.23'**, a central angle of 07°15'40", a chord bearing S 76° 58' 59" W and a chord distance of 53.19' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap for a point of tangency;

19. **S 73° 21' 09" W** a distance of **94.86'** to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap at the beginning of a curve to the left;

20. with said curve to the left containing a radius of 25.00', **a curve length of 39.27'**, a central angle of 90°00'00", a chord bearing S 28° 21' 09" W and a chord distance of 35.36' to a 1/2" iron rod set with a blue "QUICK INC RPLS 6447" plastic cap in the east right-of-way line of County Road 262, said point being in the west line of the remaining portion of said 17.095 acre tract and bears **N 16° 38' 51" W, a distance of 202.08' from a 1/2" iron rod found at a point of tangency of said 17.095 acre tract;**

21. **Thence,** with the east right-of-way line of County Road 262, the west line of said 17.095 acre tract **N 16° 38' 51" W,** a distance of **55.00'** to the **POINT OF BEGINNING** containing 0.572 acres of land.

Travis L. Quicksall Date: 12/12/2016
RPLS #6447
Job #16-2001.5




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | RADIUS | LENGTH | DELTA | CHORD BEARING | CHORD LENGTH |
| C1 | 450.00' | 17.89' | 2°16'38" | S57° 30' 23"W | 17.88' |
| C2 | 450.00' | 97.09' | 12°21'41" | S62° 32' 54"W | 96.90' |
| C3 | 450.00' | 93.34' | 11°53'05" | S74° 40' 17"W | 93.17' |
| C4 | 450.00' | 57.03' | 7°15'40" | S76° 58' 59"W | 56.99' |
| C5 | 25.00' | 39.27' | 90°00'00" | S61° 36' 51"E | 35.36' |
| C6 | 460.00' | 60.83' | 7°15'40" | N76° 58' 59"E | 60.79' |
| C7 | 420.00' | 87.12' | 11°53'05" | N74° 40' 17"E | 86.96' |
| C8 | 420.00' | 90.61' | 12°21'41" | N62° 32' 54"E | 90.44' |
| C9 | 460.00' | 19.08' | 2°16'38" | N57° 30' 23"E | 19.08 |
| C10 | 25.00 | 39.27' | 90°00'00" | S28° 21' 09"W | 35.36' |
| C11 | 420.00' | 53.23' | 7°15'40" | S76° 58' 59"W | 53.19' |
| C12 | 480.00' | 99.56' | 11°53'05" | S74° 40' 17"W | 99.39' |
| C13 | 480.00' | 103.56' | 12°21'41" | S62° 32' 54"W | 103.36' |
| C14 | 420.00' | 16.69' | 2°16'38" | S57° 30' 23"W | 16.69' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S58° 38' 42"W | 52.83' |
| L2 | S31° 22' 09"E | 3.79' |
| L3 | S35° 44' 11"E | 26.28' |
| L4 | S35° 44' 11"E | 30.09' |

P.O.B. POINT OF BEGINNING

○ SET 1/2" IRON ROD WITH A BLUE "QUICK INC" PLASTIC CAP

◉ FOUND 1/2" IRON ROD WITH RED "MATKIN HOOVER ENG." PLASTIC CAP

● FOUND 1/2" IRON ROD UNLESS SPECIFIED OTHERWISE

NOTES:
1) FIELD WORK PERFORMED ON: DECEMBER 12, 2016
2) BASIS OF BEARING: TEXAS STATE PLANE, CENTRAL ZONE, NAD83
3) ORIGINAL SURVEY LINES SHOWN ARE APPROXIMATE. NO ATTEMPT HAS BEEN MADE TO LOCATE ORIGINAL SURVEY LINES.
4) A METES AND BOUNDS DESCRIPTION WAS PREPARED BY A SEPARATE DOCUMENT.
5) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, MAP NUMBER 48491C0275E, 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.
6) THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT, THEREFORE ALL EASEMENTS MAY NOT BE SHOWN ON THIS SURVEY.
7) IMPROVEMENTS ARE NOT SHOWN ON THIS SURVEY.

STATE OF TEXAS
REGISTERED
TRAVIS L. QUICKSALL
6447
PROFESSIONAL
LAND SURVEYOR

"TRACT I"
SURVEY SHOWING A 0.565 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, AND THE G.B. MAYHALL SURVEY, ABSTRACT NO. 821, WILLIAMSON COUNTY, TEXAS, SAID 0.565 ACRE TRACT BEING A PORTION OF THAT CERTAIN 10.735 ACRE TRACT RECORDED IN DOCUMENT NO. 2016105907, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

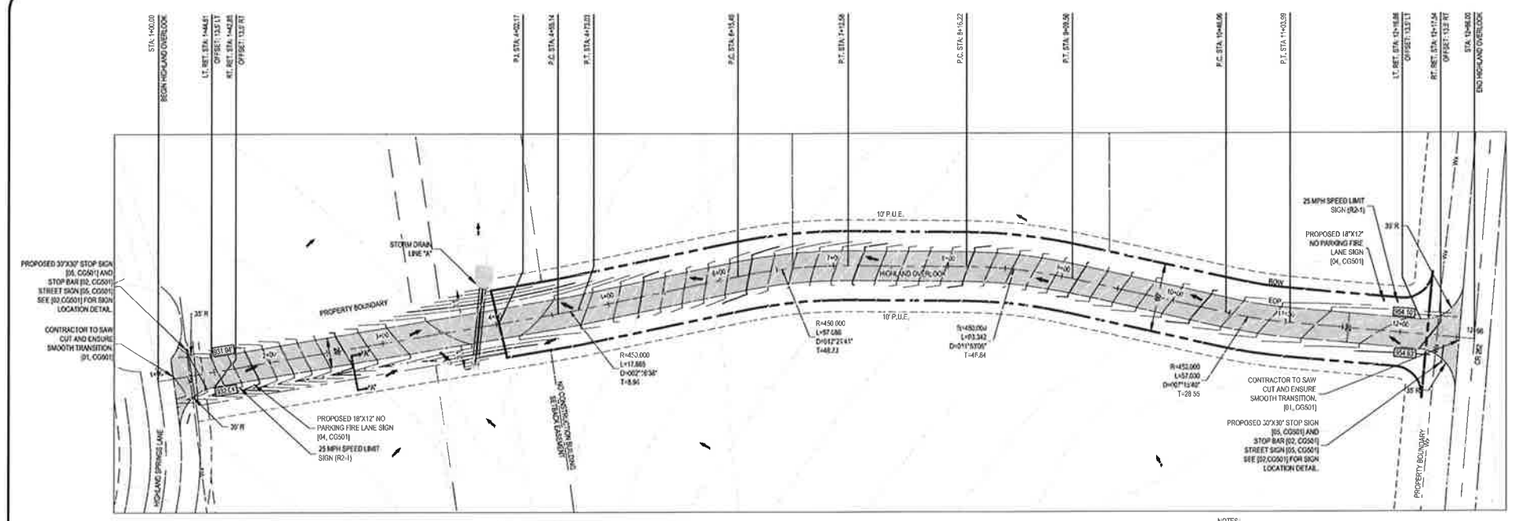
"TRACT II"
SURVEY SHOWING A 0.572 ACRE TRACT OF LAND LOCATED IN THE C. JOYNER SURVEY, ABSTRACT NO. 820, AND THE G.B. MAYHALL SURVEY, ABSTRACT NO. 821, WILLIAMSON COUNTY, TEXAS, SAID 0.572 ACRE TRACT BEING A PORTION OF THAT CERTAIN 17.095 ACRE TRACT RECORDED IN DOCUMENT NO. 2016082279, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY.

TRAVIS L. QUICKSALL DATE: DECEMBER 12, 2016
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6447
JOB NO. 16-2001.4

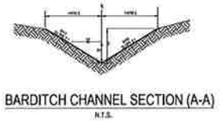
QUICK INC.
LAND SURVEYING
FIRM NUMBER: 10194104
OFFICE: 3305 SHELL ROAD, SUITE 100, GEORGETOWN, TX. 78628 PHONE: 512-915-4950
MAILING ADDRESS: 4500 WILLIAMS DR. SUITE 212, BOX 228, GEORGETOWN, TX 78633

# EXHIBIT "C"




TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGNER/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY **AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT** WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, **PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE** CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS COVERING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.

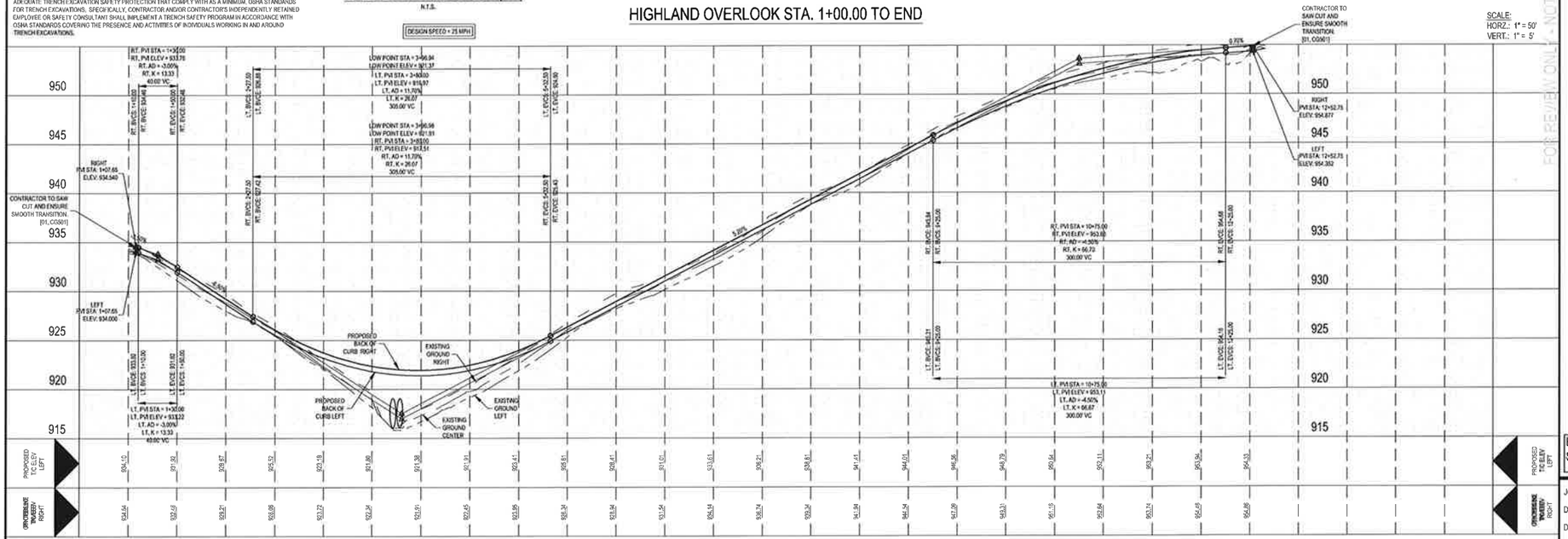



BARDITCH CHANNEL SECTION (A-A)
N.T.S.

BARDITCH CAPACITY VERIFICATION
SECTION "A"-"A"
$Q_{cap}$ = 8.980 cfs
n = 0.035
S = 7.00%
Dn = 0.74 ft
Vn = 5.47 fps
D = 1 ft

NOTES:
1. SEE STREET & DRAINAGE DETAIL SHEET FOR TYPICAL STREET CROSS SECTIONS.
2. CONTRACTOR SHALL CLEAR AND GRUB THE ENTIRE STREET RIGHT OF WAY WITH THE EXCEPTION OF TREES TO REMAIN AND COORDINATE WITH OWNER AND ENGINEER TO SELECT CLEAR 10' P.U.E. WHERE APPLICABLE FOR DRY UTILITY INSTALLATION.
3. CONTRACTOR TO GRADE OR REGRADE ALL AREAS WITHIN ROAD ROW INCLUDING DITCHES FOR POSITIVE DRAINAGE.
4. CONTRACTOR SHALL GRADE TO DRAIN AREAS UPSTREAM AND DOWNSTREAM OF ALL PROPOSED CULVERTS.
5. **CONTRACTOR SHALL HYDROMULCH OR WOODMULCH ALL DISTURBED AREAS, INCLUDING RIGHT-OF-WAY, STEEP SLOPES, DRAINAGE DITCHES WHERE SOIL SUBGRADE IS ENCOUNTERED.**
6. **ALL SIGNS AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TXMUTCD).**
7. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
8. CONTRACTOR SHALL REFERENCE PEC FOR ELECTRICAL DESIGN AND TRANSFORMER LOCATION.
9. PER TXMUTCD THERE SHALL BE A MINIMUM 7 FOOT CLEAR ZONE BETWEEN THE EDGE OF THE PAVEMENT (LIP OF RIBBON CURB) AND THE INSIDE EDGE OF SIGNS AND ANY OBSTRUCTIONS"
10. REFER TO PLAT FOR TREE TABLE.

## HIGHLAND OVERLOOK STA. 1+00.00 TO END




SCALE:
HORZ.: 1" = 50'
VERT.: 1" = 5'

Z:\PROJECTS\2659 - Norm Ashby 50 Acre S...\04 - Highland Overlook Phase 2\C-Road\07 265904 HIGHLAND OVERLOOK PLAN AND PROFILE CP201.dwg
Date: Dec 12, 2016, 7:01pm User ID: mhobbs

Rev.

This document is released for REVIEW PURPOSES ONLY, and was prepared under the authorization of:
**Aaron J. Neumann, Registered** Professional Engineer, State of Texas
Registration No. 114451
For Review Only.
Date: DECEMBER 2016

MATKINHOOVER ENGINEERING & SURVEYING
CIVIL ENGINEERING SURVEYING CONSTRUCTION MANAGERS CONSULTANTS
LAND PLANNING

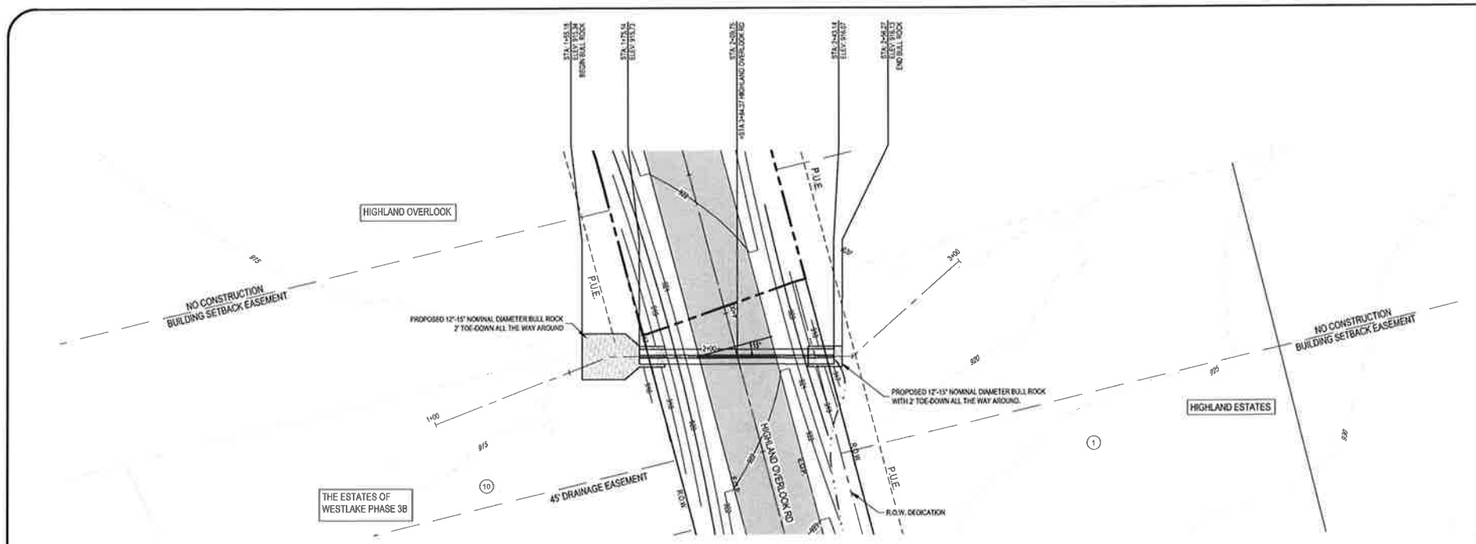
NOT FOR CONSTRUCTION

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

# HIGHLAND OVERLOOK PLAN AND PROFILE
FOR
# HIGHLAND OVERLOOK
GEORGETOWN, TEXAS

EXHIBIT C
SHEET 1 OF 3

| | |
|---|---|
| JOB NO. | 2659.04 |
| DATE | DEC 2016 |
| DESIGNED | MAH |
| CHECKED | GDK |
| SHEET | CP201 |




SCALE: 1"=20'
0 10' 20' 30' 40'

LEGEND

| | |
|---|---|
| OVERALL SUBDIVISION BOUNDARY | |
| PROPOSED LOT LINE | |
| EXISTING 1' CONTOUR | 977 |
| EXISTING 5' CONTOUR | 970 |
| PROPOSED 1' CONTOUR | 936 |
| PROPOSED 5' CONTOUR | 940 |
| BARDITCH CENTER LINE | |
| PUBLIC UTILITY EASEMENT (P.U.E.) | |
| PROPOSED WATER MAIN | W |
| EDGE OF PAVEMENT | EOP |
| RIGHT OF WAY | ROW |
| LOT IDENTIFICATION | 6 |

NOTES:
1. SEE STREET & DRAINAGE DETAIL SHEET FOR TYPICAL STREET CROSS SECTIONS.
2. CONTRACTOR TO GRADE OR REGRADE ALL AREAS WITHIN ROAD ROW INCLUDING DITCHES FOR POSITIVE DRAINAGE.
3. CONTRACTOR SHALL GRADE TO DRAIN AREAS UPSTREAM AND DOWNSTREAM OF ALL PROPOSED CULVERTS.
4. CONTRACTOR SHALL HYDROMULCH OR WOOD MULCH ALL DISTURBED AREAS, INCLUDING RIGHT-OF-WAY, STEEP SLOPES, AND DRAINAGE DITCHES WHERE SOIL SUBGRADE IS ENCOUNTERED.
5. ALL STORM SEWER PIPE FOR THIS PROJECT SHALL BE CORRUGATED METAL PIPE (CMP), ALUMINIZED, MINIMUM 16 GAGE, WITH A N=0.024, UNLESS OTHERWISE SPECIFIED.
6. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

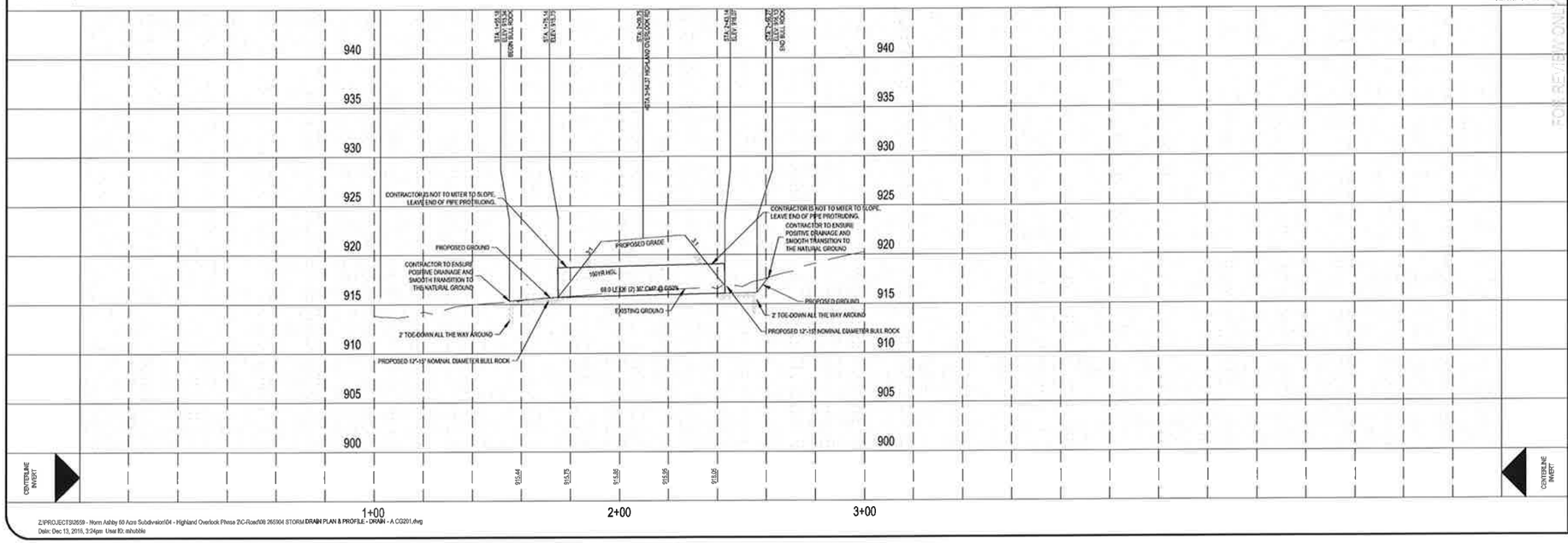
TRENCH EXCAVATION SAFETY PROTECTION

CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR STRUCTURAL DESIGN/GEOTECHNICAL/SAFETY/EQUIPMENT CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND ANY AVAILABLE GEOTECHNICAL INFORMATION AND THE ANTICIPATED INSTALLATION SITES WITHIN THE PROJECT WORK AREA IN ORDER TO IMPLEMENT CONTRACTOR'S TRENCH EXCAVATION SAFETY PROTECTION SYSTEMS, PROGRAMS AND/OR PROCEDURES FOR THE PROJECT DESCRIBED IN THE CONTRACT DOCUMENTS. THE CONTRACTOR'S IMPLEMENTATION OF THESE SYSTEMS, PROGRAMS AND/OR PROCEDURES SHALL PROVIDE FOR ADEQUATE TRENCH EXCAVATION SAFETY PROTECTION THAT COMPLY WITH AS A MINIMUM, OSHA STANDARDS FOR TRENCH EXCAVATIONS. SPECIFICALLY, CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENTLY RETAINED EMPLOYEE OR SAFETY CONSULTANT SHALL IMPLEMENT A TRENCH SAFETY PROGRAM IN ACCORDANCE WITH OSHA STANDARDS COVERING THE PRESENCE AND ACTIVITIES OF INDIVIDUALS WORKING IN AND AROUND TRENCH EXCAVATIONS.

DRAIN "A"
CULVERT CALCULATIONS

$Q_{25} = 92.63$ cfs
n = 0.024
S = 0.50%
V = 6.55 fps
TOP OF ROAD = 921.97
HEADWATER = 921.12

## DRAIN 'A'
## STATION 1+00.00 TO END




SCALE:
HORZ.: 1" = 20'
VERT.: 1" = 5'

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

Rev.

This document is released for REVIEW PURPOSES ONLY, and was prepared under the authorization of:
Aaron J. Neumann, Registered Professional Engineer,
State of Texas
Registration No. 114451
For Review Only.
Date: DECEMBER 2016

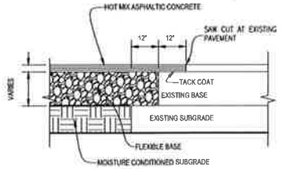
MATKIN HOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD, SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX: 830.816.3999
CIVIL ENGINEERING SURVEYING LAND PLANNING CONSTRUCTION MANAGING CONSULTANTS

STORM DRAIN PLAN & PROFILE - DRAIN - A
FOR
HIGHLAND OVERLOOK
GEORGETOWN, TEXAS

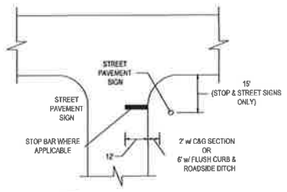
EXHIBIT C
SHEET 2 OF 3

| | |
|---|---|
| JOB NO. | 2659.04 |
| DATE | DEC 2016 |
| DESIGNED | MAH |
| CHECKED | GDK |
| SHEET | CG201 |

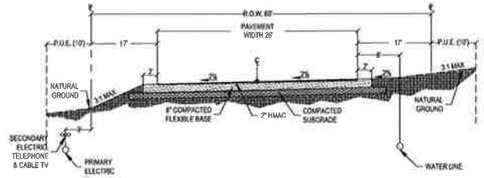
Z:\PROJECTS\2659 - Horn Ashby 60 Acre Subdivision\04 - Highland Overlook Phase 2\C-Road\08 265904 STORM DRAIN PLAN & PROFILE - DRAIN - A CG201.dwg
Date: Dec 13, 2016, 3:24pm User ID: mhubble




1 MATCH EXISTING PAVEMENT N.T.S.




2 SIGN LOCATION DETAIL N.T.S.

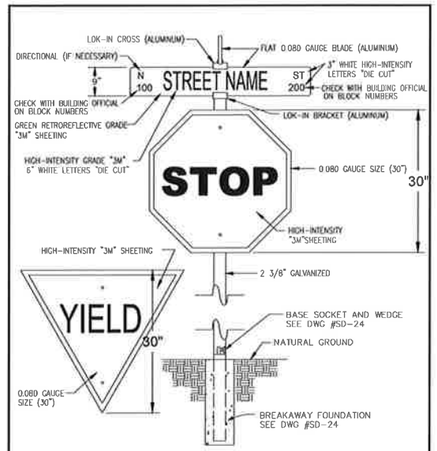



NOTES:
1. PAVEMENT SECTION AND DIMENSIONS PROVIDED BY CLIENT. MATKINHOOVER DOES NOT GUARANTEE THE ADEQUACY OF THE PAVEMENT SECTION.

3 TYPICAL WASHOUT COLLECTOR STREET SECTION & UTILITY ASSIGNMENT N.T.S.

NOTES
1. WHERE REQUIRED BY THE FIRE CODE OFFICIAL, FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT NO PARKING—FIRE LANE SIGNS COMPLYING WITH FIGURE D103.6. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12 INCHES (305 MM) WIDE BY 18 INCHES (457 MM) HIGH AND HAVE RED LETTERS ON A WHITE REFLECTIVE BACKGROUND. SIGNS SHALL BE POSTED ON ONE OR BOTH SIDES OF THE FIRE APPARATUS ROAD AS REQUIRED BY SECTION D103.6.1 OR D103.6.2.

4 NO PARKING FIRE LANE SIGN N.T.S.




NOTES:
1. 7'-FOOT MIN. HEIGHT FROM GROUND TO BOTTOM OF SIGN.
2. ALL SIGNS TO BE IN CONFORMANCE WITH THE CURRENT EDITION OF THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD).
3. ALL SIGNAGE SHEETINGS SHALL BE HIGH-INTENSITY "3M" SHEETING.

*The Architect/Engineer assumes responsibility for appropriate use of this standard.*

REVISED 1/14/2014 WDG
ADOPTED 8/21/2006 TRB

CITY OF GEORGETOWN CONSTRUCTION STANDARDS AND DETAILS

STANDARD STREET SIGN DETAIL

SD25

5

Rev.

This document is released for REVIEW PURPOSES ONLY, NOT FOR CONSTRUCTION and was prepared under the authorization of: Garrett D. Keller, Registered Professional Engineer, State of Texas Registration No. 111511For Review Only, Date: August 2016

MATKINHOOVER ENGINEERING & SURVEYING
8140 N. MOPAC EXPWY, SUITE 180
AUSTIN, TEXAS 78759 (512) 335-1338
CIVIL ENGINEERING SURVEYING LAND PLANNING CONSTRUCTION MANAGEMENT CONSULTANTS

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

# STREET AND DRAINAGE DETAILS (SHEET 1)
FOR
# HIGHLAND OVERLOOK, PHASE II
GEORGETOWN, TEXAS

EXHIBIT C
SHEET 3 OF 3

| | |
|---|---|
| JOB NO. | 2659.04 |
| DATE | NOV 2016 |
| DESIGNED | MAH |
| CHECKED | GDK |
| SHEET | CG501 |

J:\PROJECTS\2659 - Norm Ashby 50 Acre S...\Division\04 - Highland Overlook Phase 2\C-Road\09 265904 STREET AND DRAINAGE DETAILS (SHEET 1) CG501.dwg
Date: Dec 12, 2016, 8:16pm User ID: aneumann

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 12/20/2016

CR 110- Fixed Move Claim

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Fixed Move Expense Payment for Mustang Storage, LLC

**Background**

---

**Fiscal Impact**

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

**Attachments**

Mustang Storage- Fixed Move Claim Form

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 10:21 AM |
| Final Approval Date: 12/15/2016 | | |

Form ROW-R-102

# FIXED MOVING EXPENSE PAYMENT - BUSINESS, FARM OR NONPROFIT ORGANIZATION

**Print or Type All Information - Read Rules on the Reverse Side**

| | | |
|---|---|---|
| 1. Applicant's Name:<br>Kent Burkhart | Parcel No.: 26S | County: Williamson |
| | ROW CSJ: N/A | Project No.: CR 110 |
| 2. Applicant's Address:<br>7525 CR 110<br>Round Rock, TX 78665<br><br>Telephone No.: 512-238-1222 | 1. Name and Address of Business, Farm or Nonprofit Organization:<br>Mustang Storage, LLC<br>7525 CR 110<br>Round Rock, TX 78665 | |

4. Occupancy of Property Acquired by State

| From (Date): | To (Date Required to Move): | |
|---|---|---|
| 6/2011 | | ☒ Owner Occupied ☐ Tenant Occupied |

5. Type Operation
Business ☒ Farm ☐ Nonprofit ☐

Type of Business, Farm or Nonprofit Organization
Storage

Dates of Operation

| From: | To: |
|---|---|
| 6/2011 | Present |

Will Business, Farm, or Nonprofit be:

| | Yes | No |
|---|---|---|
| a. Discontinued? | ☒ | ☐ |
| b. Continued at a new location? | ☐ | ☒ |
| c. If a business or nonprofit organization, is it part of an enterprise having not more than three (3) other establishments being acquired by the State, and which is engaged in the same or similar activity? | ☐ | ☒ |

6. Determination of entitlement for payment in lieu of moving expense and the amount to which the business, farm or nonprofit organization named above may be entitled to, if any, is requested for the reason(s) outlined in the attached statement. I understand this request and the attached documents shall become part of any claim for payment; and that other records needed for determination of eligibility shall be made available on request of the State. I certify that all information attached hereto or included herein is true and correct.

Kent Burkhart
Kent Burkhart

11/15/2016
Date of Request

Partner
Title or Position (Owner, Manager, Etc.

**Space Below to be Completed by the County**

I certify that I have examined the records made available by the above applicant(s) and have found the earnings to be as follows:
2014, $188,598.; 2015, $251,814; Average Annual Net Earnings: $220,219.50
Year Year

12/9/16
Date

Right of Way Agent

I certify that I have examined this request for Determination of Entitlement and supporting documentation and:
☐ Recommend a payment of $ 40,000.
☐ Find that payment cannot be authorized because _____
(List reasons payment cannot be authorized. Use extra page if necessary)

Date

Williamson County

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 12/20/2016

Real Estate Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Ollie Caroline Anderson Rydell for right of way needed on CR 101. (Parcel 9)

**Background**

---

**Fiscal Impact**

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

**Attachments**

Rydell Contract

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 10:25 AM |
| Final Approval Date: 12/15/2016 | | |

**REAL ESTATE CONTRACT**
CR 101 Right of Way—Parcel 9

THIS REAL ESTATE CONTRACT ("Contract") is made by OLLIE CAROLINE ANDERSON RYDELL (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 2.505 acres (109,115 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**)

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" not otherwise agreed herein to be retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## PURCHASE PRICE

### Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of TWENTY FIVE THOUSAND and 00/100 Dollars ($25,000.00).

### 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 January 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

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

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

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

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

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

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

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

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

Prorations

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

Closing Costs

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

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

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

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

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

## ARTICLE VI
## BREACH BY SELLER

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

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $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:**

Ollie Caroline Anderson Rydell

Address: 605 North West Street
Falls Church, VA 22046

Date: 12/12/2016

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

**EXHIBIT A**

**County:** Williamson
**Parcel:** 9
**Highway:** County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 9

METES & BOUNDS DESCRIPTION FOR A 2.505 ACRE (109,115 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, WILLIAMSON COUNTY, TEXAS AND BEING A PORTION OF A CALLED 58.978 ACRE TRACT OF LAND DESCRIBED AS TRACT TWO AS CONVEYED TO OLLIE CAROLINE ANDERSON RYDELL BY SPECIAL WARRANTY GIFT DEED RECORDED IN DOCUMENT NUMBER 2015063729 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.505 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

**COMMENCING FOR POINT OF REFERENCE** at a 3/8-inch iron rod found on the occupied north right-of-way line of County Road 395 at the southeast corner of the remaining portion of a called 38.18 acre tract of land as conveyed to Jeran J. Hooten by deed with vendor's lien as recorded in Volume 935, Page 649 of the Deed Records of Williamson County, Texas; Thence with the occupied north right-of-way line of said County Road 395, S 68°32'07" W, pass a 1/2-inch iron rod found at a distance of 29.68 feet at the southwest corner of said Jeran J. Hooten tract, and the southeast corner of a called 84.99 acre tract as conveyed to Michael W. Lehr by warranty deed with vendor's lien as recorded in Volume 605, Page 169 of the Deed Records of Williamson County, Texas, pass the common south corner of said Michael W. Lehr tract, and the above described Rydell tract at a distance of 1,486.80 feet, from which a 3/8-inch iron rod found disturbed bears N 55°05'49" W a distance of 6.86 feet and a 5/8-inch iron rod found at the northeast corner of said Rydell tract bears N 21°10'40" W a distance of 1,686.78 feet, and continuing on for a total distance of 2,857.66 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,180,709.91, E: 3,191,727.46) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 100.06 feet right of County Road 101 baseline station 54+09.63;

**THENCE**, with the occupied north right-of-way line of County Road 395, **S 68°32'07" W** a distance of **113.44** feet to a calculated point at the intersection of said County Road 395 and the occupied east right-of-way line of County Road 101, for the southwest corner of the herein described tract;

**THENCE**, with the occupied east right-of-way line of said County Road 101, **N 22°06'04" W** a distance of **1,690.11** feet to a calculated point on the north line of said Rydell tract at the southwest corner of a 0.97 acre tract as conveyed to RCNT, LP by warranty deed with vendor's lien as recorded in Document Number 2004072044 of the Official Public Records of Williamson County, Texas for the northwest corner of the herein described tract;

**THENCE**, with the north line of said Rydell tract and the south line of said RCNT tract, **N 68°39'30" E** a distance of **44.02** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for the northeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 71+01.16, from which a 5/8-inch iron rod found at the northeast corner of said Rydell tract bears N 68°39'30" E, a distance of 1,467.51 feet;

**THENCE**, departing the south line of said RCNT tract and over and across said Rydell tract, **S 21°56'01" E** a distance of **42.51** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the left, 60.00 feet right of County Road baseline station 70+58.64;

**THENCE**, along said curve to the left, an arc distance of **309.60** feet, having a radius of **6,420.00** feet, a central angle of **02°45'47"** and a chord which bears **S 23°18'54" E** a distance of **309.57** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 60.00 feet right of County Road baseline station 67+46.15;

**THENCE S 24°41'47" E** a distance of **358.64** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the right, 60.00 feet right of County Road baseline station 63+87.51;

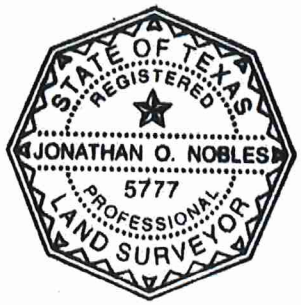
**THENCE**, along said curve to the right an arc distance of **296.54** feet, having a radius of **6,540.00** feet, a central angle of **02°35'53"** and a chord which bears **S 23°23'51" E** a distance of **296.52** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 60.00 feet right of County Road baseline station 60+93.69;

**THENCE S 22°05'55" E** a distance of **643.98** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for corner, 60.00 feet right of County Road baseline station 54+49.71;

**THENCE S 67°04'57" E** a distance of **56.67** feet to the **POINT OF BEGINNING** and containing 2.505 acres (109,115 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012352.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.




9/9/2016
Date

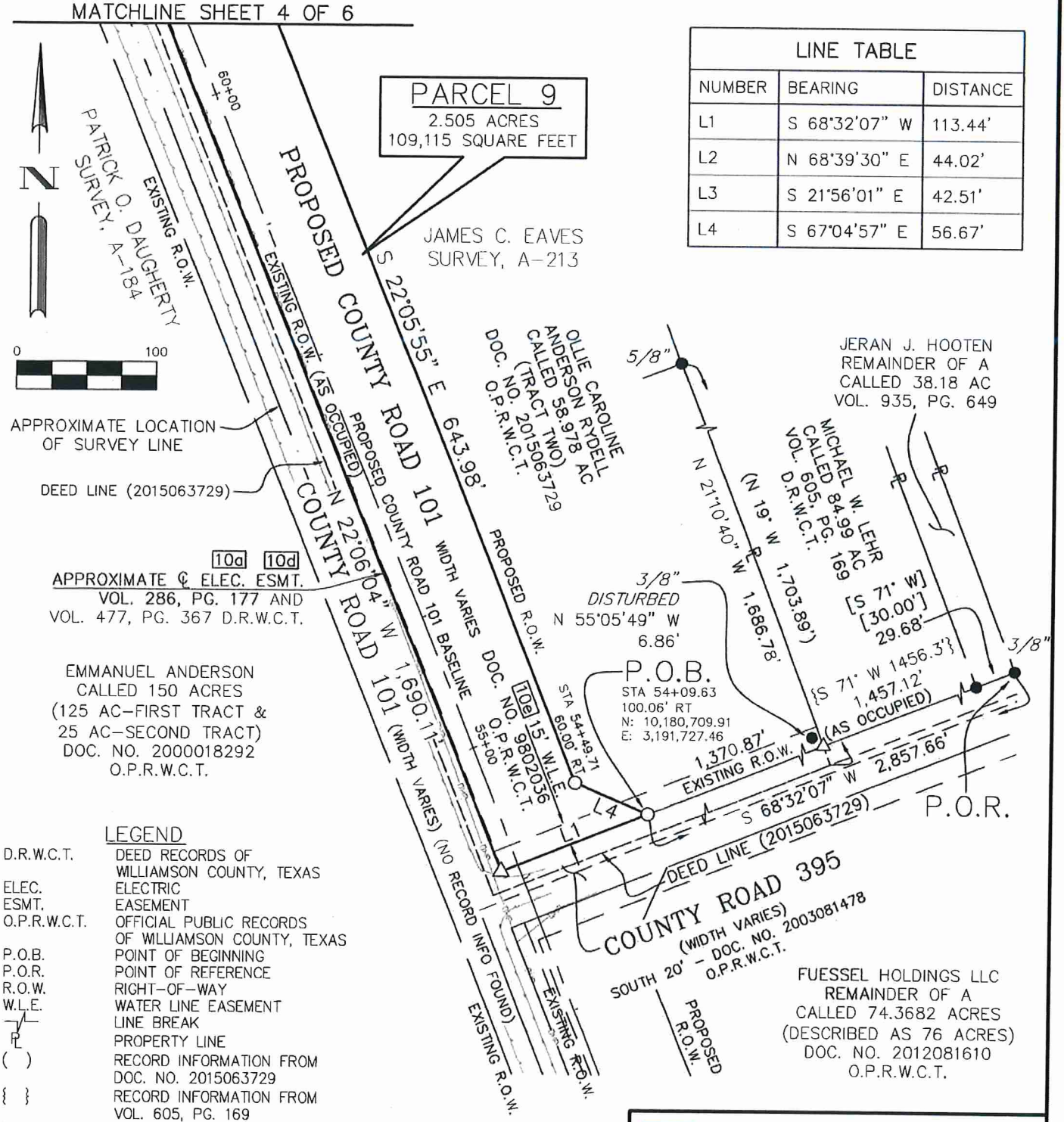
Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

Client: Williamson County
Date: August 31, 2016
Job No: 2792-02

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_9.dwg Sep 01, 2016-12:18pm MCarney

JAMES C. EAVES SURVEY, A-213

MATCHLINE SHEET 4 OF 6




| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 68°32'07" W | 113.44' |
| L2 | N 68°39'30" E | 44.02' |
| L3 | S 21°56'01" E | 42.51' |
| L4 | S 67°04'57" E | 56.67' |

## LEGEND

| | |
|---|---|
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ELEC. | ELECTRIC |
| ESMT. | EASEMENT |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| R.O.W. | RIGHT-OF-WAY |
| W.L.E. | WATER LINE EASEMENT |
| | LINE BREAK |
| | PROPERTY LINE |
| ( ) | RECORD INFORMATION FROM DOC. NO. 2015063729 |
| { } | RECORD INFORMATION FROM VOL. 605, PG. 169 |
| [ ] | RECORD INFORMATION FROM VOL. 935, PG. 649 |
| < > | RECORD INFORMATION FROM DOC. NO. 2004072044 |
| ~ ~ | RECORD INFORMATION FROM VOL. 1039, PG. 102 |
| ● | FOUND 1/2" IRON ROD |
| ⊙ | FOUND 1" IRON PIPE |
| ○ | SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP |
| △ | CALCULATED POINT |
| | OVERHEAD POWER |
| | CHAIN LINK FENCE |
| | EDGE OF ASPHALT |


Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502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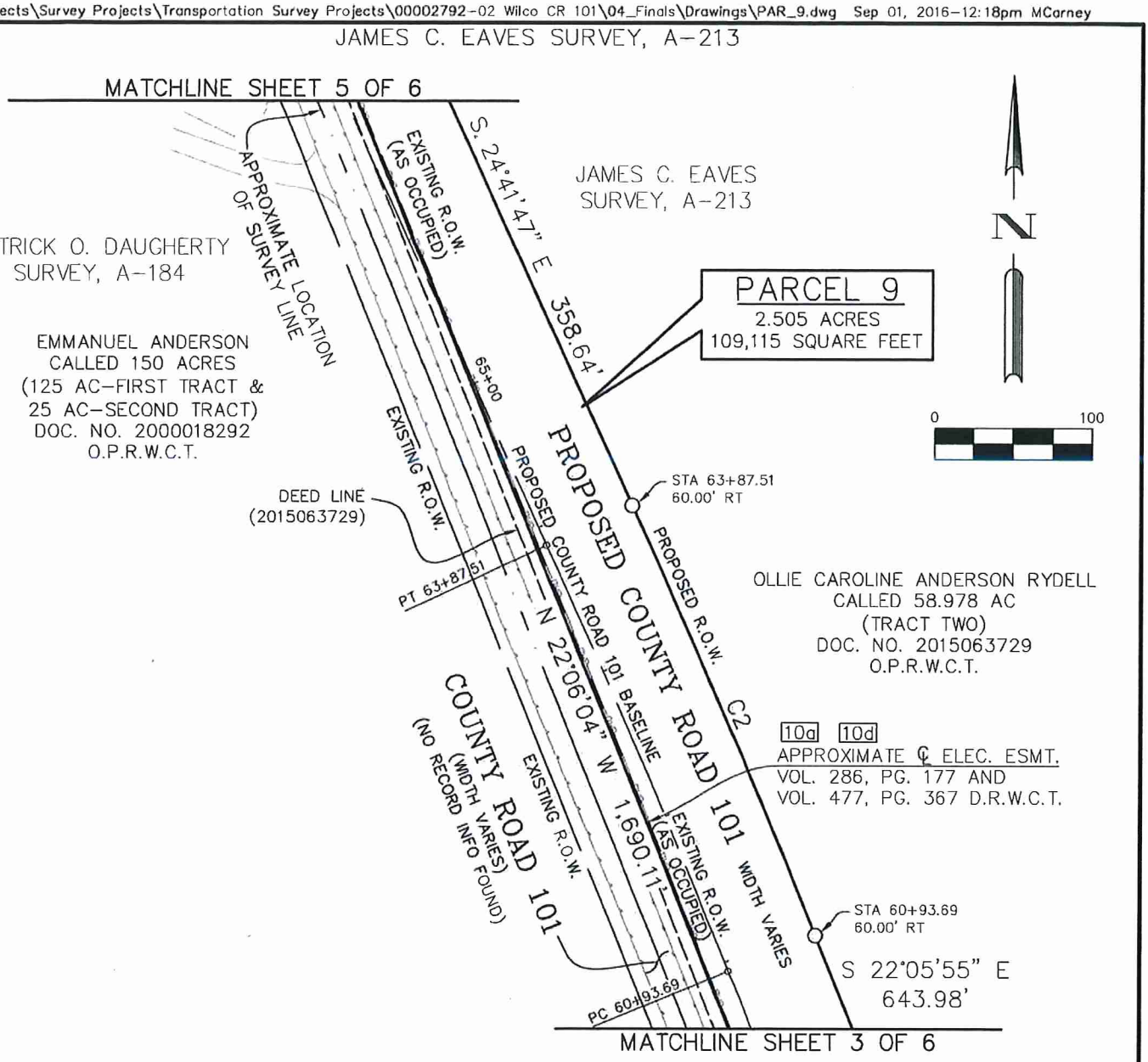
# PARCEL PLAT
# SHOWING PARCEL 9
# 2.505 ACRES (109,115 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 3 of 6 |




| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | ARC LENGTH | RADIUS | DELTA | CHORD BEARING | CHORD DISTANCE |
| C1 | 309.60' | 6,420.00' | 2°45'47" | S 23°18'54" E | 309.57' |
| C2 | 296.54' | 6,540.00' | 2°35'53" | S 23°23'51" E | 296.52' |

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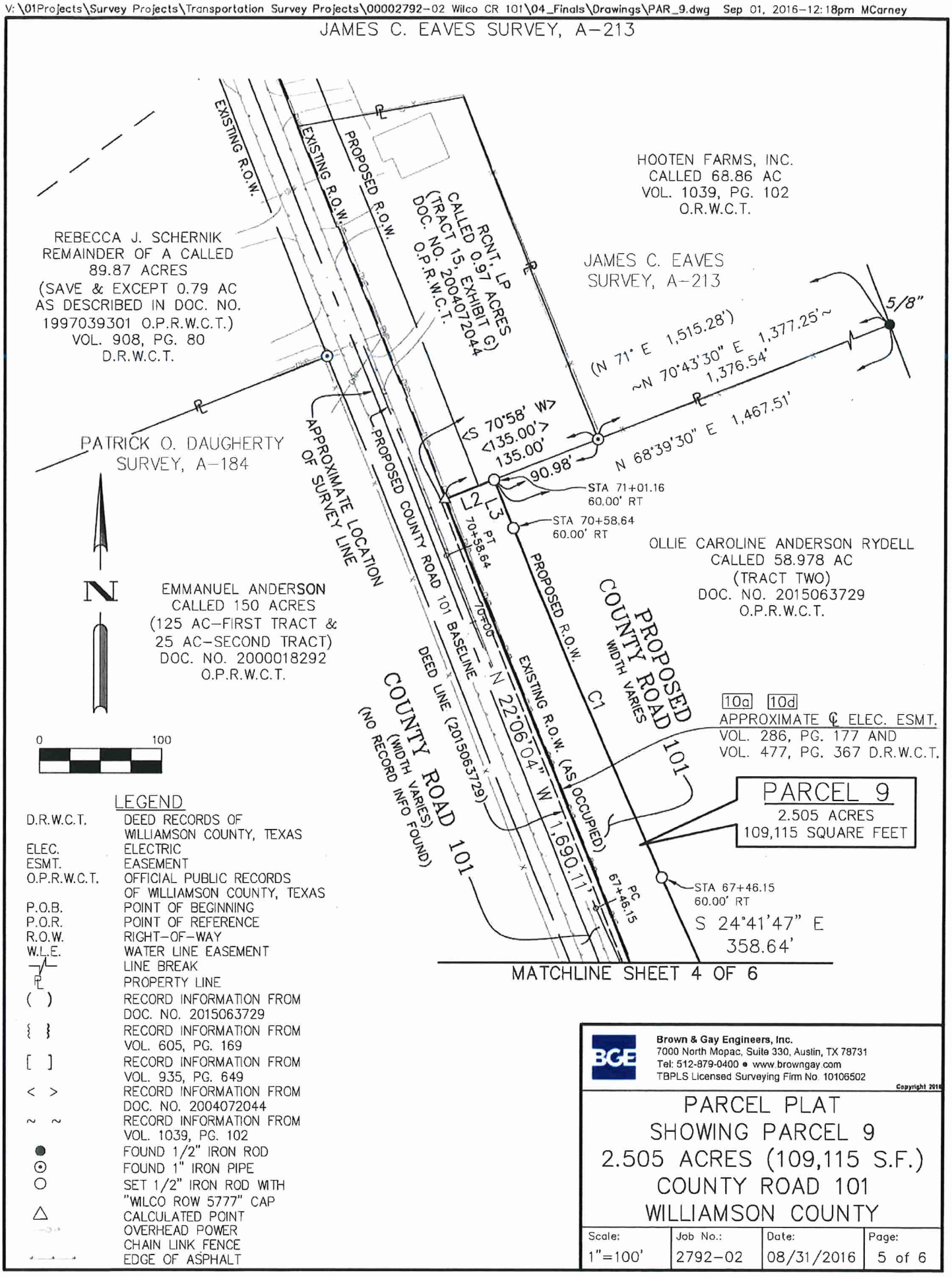
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 4 of 6 |

V:\01Projects\Survey Projects\Transportation Survey Projects\00002792-02 Wilco CR 101\04_Finals\Drawings\PAR_9.dwg Sep 01, 2016-12:18pm MCarney




## LEGEND

| | |
|---|---|
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ELEC. | ELECTRIC |
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|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 5 of 6 |

## RESTRICTIVE COVENANT AND EASEMENT NOTES:

THIS SURVEY WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND COUNTERSIGNED BY INDEPENDENCE TITLE UNDER G.F. NUMBER 1622177-GTN, DATED EFFECTIVE JUNE 13, 2016 AND ISSUED ON JUNE 22, 2016.

10a. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 286, PAGE 177, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10b. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 328, PAGE 60, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10c. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 342, PAGE 70, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, MAY AFFECT THE SUBJECT TRACT, BUT CANNOT BE DETERMINED FROM INFORMATION CURRENTLY AVAILABLE.

10d. ELECTRIC EASEMENT GRANTED TO TEXAS POWER & LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 477, PAGE 367, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. WATER LINE EASEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT BY INSTRUMENT RECORDED IN DOCUMENT NO. 9802036, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10f. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2009092476, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

10g. TERMS, CONDITIONS, AND STIPULATIONS OF THAT CERTAIN ORDINANCE 2009-34, RECORDED IN DOCUMENT NO. 2009093627, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, NOT PLOTTABLE.

## GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD-83, CENTRAL ZONE 4203. SCALE FACTOR = 1.00012352
2. A SEPARATE METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. FENCES ROADS & UTILITIES SHOWN WERE LOCATED ON THE GROUND. AERIAL IMAGERY WAS USED TO APPROXIMATE LOCATIONS OF OTHER IMPROVEMENTS SHOWN HEREON.

JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
7000 NORTH MOPAC, SUITE 330
AUSTIN, TEXAS 78731
TELEPHONE: (512) 879-0400

**Brown & Gay Engineers, Inc.**
7000 North Mopac, Suite 330, Austin, TX 78731
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| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 6 of 6 |

# EXHIBIT "B"

Parcel 9

**DEED**
County Road 101 Road Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That OLLIE CAROLINE ANDERSON RYDELL and JIM RYDELL, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 2.505 acre (109,115 Sq. Ft.) tract of land in the James C. Eaves Survey, Abstract No. 213, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 9**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 101, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 2017.

*[signature page follows]*

**GRANTOR:**

_____
Ollie Caroline Anderson Rydell

**ACKNOWLEDGMENT**

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Ollie Caroline Anderson Rydell in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

**GRANTOR:**

_____
Jim Rydell

**ACKNOWLEDGMENT**

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2017 by Jim Rydell in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of _____

**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** **35.**

**Meeting Date:** 12/20/2016

Real Estate Contract

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Real Estate Contract with Kari Raesz for right of way needed on CR 101. (Parcel 24)

**Background**

---

**Fiscal Impact**

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

**Attachments**

Reasz contract

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 10:27 AM |
| Final Approval Date: 12/15/2016 | | |

**REAL ESTATE CONTRACT**
CR 101 Right of Way—Parcel 24

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

## ARTICLE I
## PURCHASE AND SALE

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

> All of that certain 0.056 acre (2433 Sq. Ft.) tract of land in the Patrick O'Doughterty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

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" 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 Exhibit "A", any improvements on the Property, and any damage to or cost to cure for the remaining property of Seller shall be the sum of EIGHT HUNDRED and 00/100 Dollars ($800.00).

### Payment of Purchase Price

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

Special Provisions

2.03. As an agreement and obligation which shall survive the Closing of this transaction, Purchaser shall replace and reconstruct one (1) concrete driveway connection from the proposed CR 101 improvements to the remaining property of Seller, in the location and specification as shown on the plan sheets attached hereto as Exhibit "B". By execution of this Contract Seller grants Purchaser, its agents and contractors the temporary license to enter the remaining property of Seller to carry out the obligations of this paragraph if necessary.

## 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 January 31st, 2017, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

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

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

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

(c) Any exceptions approved by Purchaser in writing.

The Deed shall be in the form as shown in Exhibit "C" 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 and Additional Compensation.

Prorations

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

Closing Costs

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

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

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

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

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

## ARTICLE VI
## BREACH BY SELLER

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

## ARTICLE VII
## BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made then Seller shall receive the amount of $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:**

Kari Raesz

Kari Raesz

Address: 4900 CR 101
Taylor Tx 76574

Date: 12.10.2016

**PURCHASER:**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis
County Judge

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

Date: _____

EXHIBIT A

**County:** Williamson
**Highway:** C.R. 101
**Parcel:** 24

**PROPERTY DESCRIPTION FOR**
**PARCEL 24**

DESCRIPTION OF A 0.056 ACRE (2433 SQUARE FOOT) TRACT OF LAND SITUATED IN THE PATRICK O'DOUGHERTY SURVEY, ABSTRACT NO. 184, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 12.00 ACRE TRACT OF LAND CONVEYED TO KARI RAESZ, BY INSTRUMENT RECORDED IN DOCUMENT NO. 2010079380 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.056 ACRE (2433 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at 1/2" iron rod with plastic cap stamped "RPLS 1847" found in the existing westerly Right-of-Way (ROW) line of County Road (C.R.) 101 (variable width ROW), being the southeasterly corner of said 12.00 acre tract, same being an ell corner of that called 101.67 acre tract of land conveyed to Sam McFarlin by instrument recorded in Document No. 2005087712 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 101.67 acre tract, with the common boundary line of said 12.00 acre tract and said existing westerly ROW line, N 22°06'40" W for a distance of 1406.36 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 61.22 feet left of proposed County Road baseline station 126+08.46, having grid coordinates of N=10,187,323.62, E =3,188,886.40, in the proposed southerly ROW line of C.R. 160 (variable width ROW), for the southeasterly corner and **POINT OF BEGINNING** of the herein described tract;

**THENCE,** departing said existing westerly ROW line, through the interior of said 12.00 acre tract, with said proposed southerly ROW line of C.R. 160, the following three (3) courses:

1. **N 75°48'49" W** for a distance of **40.05** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 93.53 feet left of proposed C.R. 101 baseline station 126+32.13, for an angle point;

2. **S 68°34'20" W** for a distance of **173.45** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 266.97 feet left of proposed C.R. 101 baseline station 126+33.97, for the southwesterly corner of the herein described tract;

3. **N 21°25'40" W** for a distance of **10.00** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 266.87 feet left of proposed C.R. 101 baseline station 126+43.97 in the existing southerly ROW of said C.R. 160, for the northwesterly corner of the herein described tract, and from which a 1 3/4" ID iron pipe found in said existing southerly ROW line, being the northwesterly corner of said 101.67 acre tract, same being the northeasterly corner of that called 45.96 acre tract of land conveyed to Steven C. Raesz by instrument recorded in Document No. 2006056704 of the Official Public Records of Williamson County, Texas, bears S 68°34'20" W, pass at a distance of 82.93 feet the calculated common corner of said 12.00 acre tract and said 101.67 acre tract, and continuing for a total distance of 1613.39 feet;

4. **THENCE**, departing said proposed ROW line, with said existing southerly ROW line, same being the northerly boundary line of said 12.00 acre tract, **N 68°34'20" E** for a distance of **205.62** feet to a 1/2" iron rod with plastic cap stamped "RPLS 1847" found at the intersection of said C.R. 160 and said C.R. 101, for the northeasterly corner of the herein described tract;

5. **THENCE**, departing said existing southerly ROW line of C.R. 160, with said existing westerly ROW line of C.R. 101, same being the easterly boundary line of said 12.00 acre tract, **S 22°06'40" E,** for a distance of **33.33** feet to the **POINT OF BEGINNING**, containing 0.056 acres (2433 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, Lawrence M. Russo, 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 Round Rock, Williamson County, Texas.

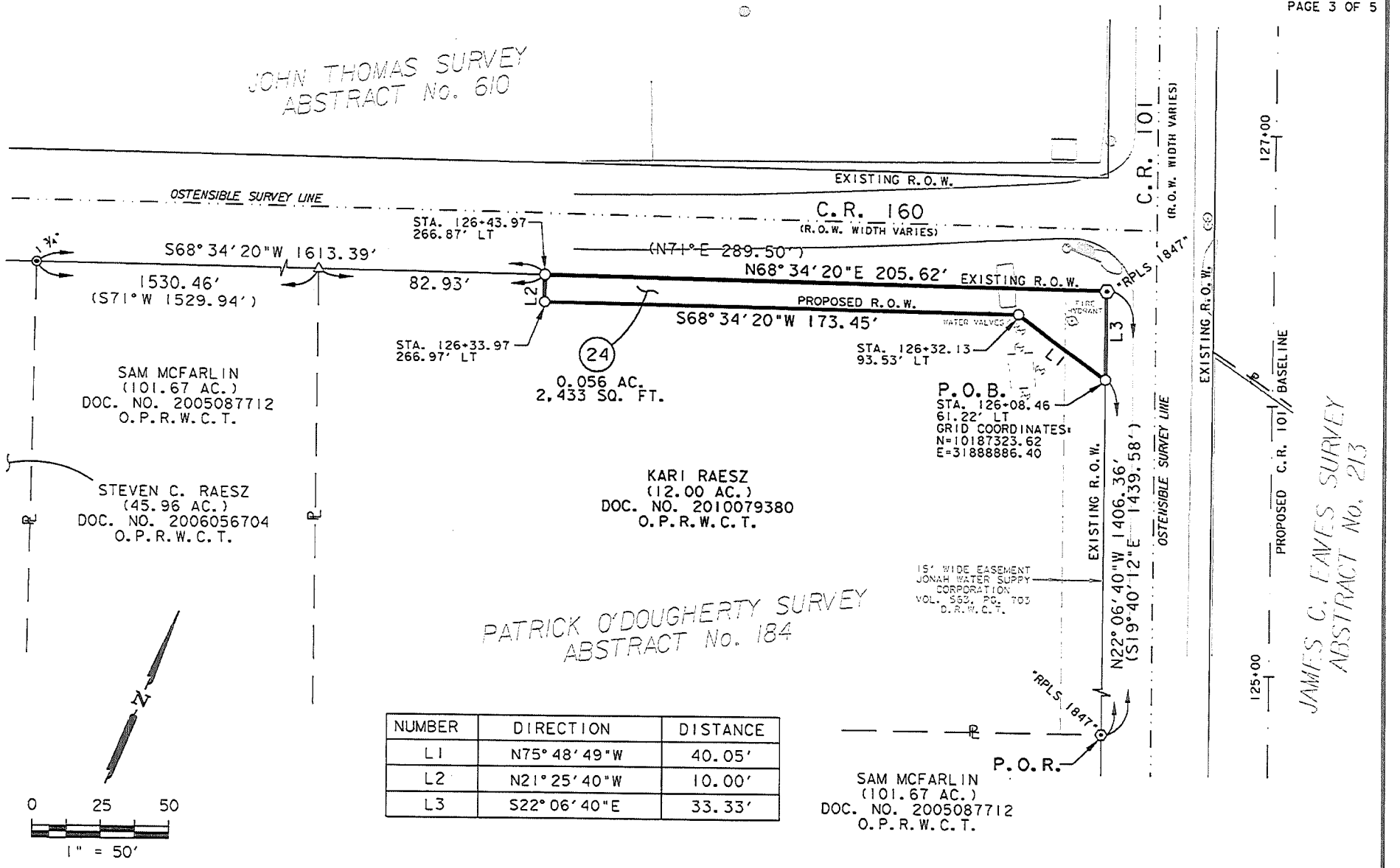
Lawrence M Russo 09/22/2016

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

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | N75°48'49"W | 40.05' |
| L2 | N21°25'40"W | 10.00' |
| L3 | S22°06'40"E | 33.33' |

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

**KARI RAESZ**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 50' | CR 101 | WILLIAMSON |

**PARCEL 24**

S:*BROWN&GAY\CR101\PARCELS\PARCEL 24-RAESZ\RAESZ-24-091216.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ⊛ | FENCE CORNER POST FOUND |
| ● | ½" IRON ROD FOUND UNLESS NOTED |
| ⊙ | ½" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | ½" IRON PIPE FOUND UNLESS NOTED |
| × | X CUT FOUND |
| ▲ | 60/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | ½" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE) |

| | |
|---|---|
| ℄ | CENTER LINE |
| ℞ | 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 |

1) All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622769-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 11, 2016, ISSUE DATE JULY 20, 2016.

10E. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 282, PAGE 444, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 286, PAGE 182, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

G. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 286, PAGE 190, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 335, PAGE 30, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

I. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 391, PAGE 160, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

**KARI RAESZ**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 50' | CR 101 | WILLIAMSON |

**PARCEL 24**

S:*BROWN&GAY\CR101\PARCELS\PARCEL 24-RAESZ\RAESZ-24-091216.dgn

EXHIBIT "A"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



J. ELECTRIC EASEMENT TO TEXAS POWER & LIGHT COMPANY RECORDED IN VOLUME 422, PAGE 271, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. PIPELINE EASEMENT TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOLUME 563, PAGE 703, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

L. TERMS, CONDITIONS, AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2014092145 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, 15 FOOT DESIGNATED EASEMENT CANNOT BE LOCATED FROM ITS DESCRIPTION.

M. INCLUSION WITHIN THE BRUSHY CREEK WCID NO. 1, RECORDED IN DOCUMENT NO. 2001047308, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

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.

Lawrence M. Russo 09/22/2016

LAWRENCE M. RUSSO DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5050
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 0.056 | 2,433 |
| CALC/DEED AREA | 12.00 | 522,720 |
| REMAINDER AREA | 11.944 | 520,287 |

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

## KARI RAESZ

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 50' | CR 101 | WILLIAMSON |

PARCEL 24

S:*BROWN&GAY\CR101\PARCELS\PARCEL 24-RAESZ\RAESZ-24-091216.dgn

## DRIVEWAY TABLE

| DRIVEWAY NUMBER | P&P SHEET NUMBER | CENTERLINE STATION | | EXISTING SURFACE | R1 (FT) | R2 (FT) | WIDTH FT | AREA SY | *GRADES (G1) % | (G2) % | (G3) % | (L1) FT | (L2) FT | (L3) FT | DRIVEWAY TYPE | CULVERT UPSTREAM STATION (CL) | OFFSET (FT) | ELEV. (FT) | CULVERT DOWNSTREAM STATION (CL) | OFFSET (FT) | ELEV. (FT) | EXIST PIPE | PROPOSED PIPE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| *** DW# 01A | ACCESS 101 | 13+52.59 | RT | GRAVEL | 20 | 20 | 19 | 87 | -2.65 | - | - | 31.48 | - | - | COMMERCIAL | 13+32.67 | 27.85 | 641.54 | 13+72.67 | 27.74 | 640.54 | 1-18" CMP | 1-18" x 40 LF RCP |
| *** DW# 01B | ACCESS 101 | 12+87.76 | LT | GRAVEL | 10 | 10 | 13 | 25 | -2.00 | -9.20 | -5.00 | 3.92 | 6.00 | 3.80 | COMMERCIAL | | | | | | | 2-24" CMP | N/A |
| *** DW# 01C | ACCESS 101 | 11+78.73 | RT | GRAVEL | 20 | 20 | 19 | 86 | -2.00 | -12.00 | -5.00 | 6.00 | 19.82 | 5.43 | COMMERCIAL | 11+58.55 | 25.69 | 643.17 | 12+00.54 | 26.64 | 642.36 | 1-18" CMP | 1-18" x 42 LF RCP |
| DW# 02 | 3 OF 20 | 30+41.23 | RT | GRAVEL | 20 | 20 | 12 | 70 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 30+57.63 | 38.95 | 646.19 | 30+27.63 | 38.95 | 646.04 | 2-24" CMP | 2-24" x 30 LF RCP |
| DW# 03 | 6 OF 20 | 66+45.60 | LT | GRAVEL | 20 | 20 | 13 | 122 | -2.00 | 2.00 | 3.02 | 2.00 | 8.00 | 39.28 | RESIDENTIAL | | | | | | | 1-24" CMP | N/A |
| DW# 04 | 7 OF 20 | 72+25.76 | RT | GRAVEL | 20 | 20 | 12 | 59 | -2.00 | -1.52 | - | 2.00 | 24.56 | - | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 05 | 7 OF 20 | 72+65.65 | LT | GRAVEL | 20 | 20 | 14 | 74 | -2.00 | 2.00 | 5.17 | 2.00 | 5.00 | 30.20 | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 06 | 7 OF 20 | 73+36.01 | RT | GRAVEL | 20 | 20 | 12 | 51 | -2.00 | 0.94 | - | 2.00 | 22.00 | - | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 07 | 7 OF 20 | 73+60.13 | LT | GRAVEL | 20 | 20 | 13 | 62 | -2.00 | 2.00 | 5.86 | 2.00 | 5.00 | 22.77 | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 08 | 7 OF 20 | 74+46.35 | RT | GRAVEL | 20 | 20 | 12 | 63 | -2.00 | 2.00 | 4.72 | 2.00 | 5.00 | 24.39 | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 09 | 7 OF 20 | 75+15.04 | LT | GRAVEL | 20 | 20 | 23 | 106 | -2.00 | 2.00 | 3.72 | 2.00 | 5.00 | 24.60 | RESIDENTIAL | | | | | | | N/A | N/A |
| DW# 10 | 8 OF 20 | 89+74.65 | RT | ASPHALT | 20 | 20 | 15 | 97 | -2.00 | -9.75 | - | 24.34 | 16.24 | - | RESIDENTIAL | 89+84.63 | 41.22 | 612.40 | 89+44.95 | 47.48 | 611.66 | 1-24" CMP | 1-24" x 40 LF RCP |
| DW# 11 | 8 OF 20 | 90+29.98 | LT | GRAVEL | 20 | 20 | 13 | 87 | -2.00 | -9.25 | - | 5.00 | 41.32 | - | RESIDENTIAL | 90+46.48 | -44.72 | 610.16 | 90+14.92 | -49.19 | 609.37 | 1-24" CMP | 1-24" x 32 LF RCP |
| DW# 12 | 8 OF 20 | 92+57.67 | LT | GRAVEL | 20 | 20 | 12 | 81 | -2.00 | 1.61 | -6.66 | 5.68 | 11.77 | 11.52 | RESIDENTIAL | 92+72.51 | -39.45 | 615.44 | 92+42.51 | -39.45 | 614.72 | 1-24" CMP | 1-24" x 20 LF RCP |
| DW# 13 | 8 OF 20 | 93+14.42 | LT | GRAVEL | 20 | 20 | 12 | 70 | -2.00 | 1.14 | -6.96 | 6.00 | 13.00 | 8.52 | RESIDENTIAL | 93+30.59 | -39.45 | 617.10 | 93+00.59 | -39.45 | 616.18 | 1-24" CMP | 1-24" x 20 LF RCP |
| DW# 14 | 9 OF 20 | 94+83.55 | LT | GRAVEL | 20 | 20 | 12 | 56 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 94+98.52 | -39.45 | 623.44 | 94+68.52 | -39.45 | 621.74 | N/A | 1-24" x 30 LF RCP |
| DW# 15 | 9 OF 20 | 97+00.00 | LT | GRAVEL | 20 | 20 | 12 | 64 | -2.00 | 2.00 | -4.27 | 2.00 | 15.45 | 16.76 | RESIDENTIAL | 97+13.24 | -39.47 | 630.71 | 96+83.12 | -39.48 | 629.64 | N/A | 1-24" x 30 LF RCP |
| DW# 16 | 9 OF 20 | 99+20.09 | LT | GRAVEL | 20 | 20 | 20 | 99 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 99+36.23 | -39.47 | 636.32 | 98+98.08 | -39.45 | 635.86 | N/A | 1-24" x 38 LF RCP |
| DW# 17 | 10 OF 20 | 107+36.22 | RT | GRAVEL/DIRT | 20 | 20 | 12 | 78 | -2.00 | 4.63 | -4.57 | 4.00 | 15.31 | 19.22 | RESIDENTIAL | 107+24.09 | 39.05 | 634.15 | 107+56.09 | 39.05 | 633.45 | 1-24" CMP | 1-24" x 32 LF RCP |
| DW# 18 | 11 OF 20 | 117+06.07 | LT | GRAVEL | 50 | 50 | 15 | 253 | -2.00 | 2.00 | 6.47 | 2.00 | 5.00 | 70.88 | RESIDENTIAL | 116+72.87 | -39.45 | 618.87 | 117+36.87 | -39.45 | 618.15 | N/A | 1-24" x 64 LF RCP |
| DW# 19 | 12 OF 20 | 137+37.59 | RT | GRAVEL/DIRT | 20 | 20 | 12 | 71 | -2.00 | 5.81 | -2.94 | 4.00 | 11.88 | 22.21 | RESIDENTIAL | 137+54.38 | 39.07 | 604.10 | 137+24.38 | 39.07 | 603.78 | 1-24" CMP | 1-24" x 30 LF RCP |
| DW# 20 | 13 OF 20 | 144+20.19 | RT | DIRT | 20 | 20 | 17 | 125 | -2.00 | -0.09 | - | 2.00 | 39.86 | - | RESIDENTIAL | 144+61.45 | 39.07 | 611.63 | 144+13.44 | 39.07 | 609.75 | 1-18" CMP | 1-18" x 48 LF RCP |
| DW# 21 | 14 OF 20 | 151+84.29 | LT | DIRT | 20 | 20 | 20 | 41 | -1.90 | -9.95 | - | 19.68 | 41.07 | - | RESIDENTIAL | 152+06.09 | -39.43 | 623.28 | 151+70.09 | -39.43 | 623.10 | N/A | 1-24" x 36 LF RCP |
| DW# 22 | 14 OF 20 | 158+61.60 | LT | GRAVEL | 20 | 20 | 13 | 85 | -2.00 | 2.00 | -6.06 | 2.00 | 15.45 | 31.35 | RESIDENTIAL | 158+44.36 | -39.43 | 624.08 | 158+74.36 | -39.43 | 623.93 | N/A | 1-24" x 30 LF RCP |
| DW# 23 | 15 OF 20 | 166+59.31 | LT | GRAVEL | 20 | 20 | 19 | 103 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 166+77.22 | -39.40 | 629.83 | 166+39.38 | -39.41 | 628.94 | 1-24" CMP | 1-24" x 38 LF RCP |
| DW# 24 | 15 OF 20 | 170+13.94 | LT | GRAVEL | 20 | 20 | 13 | 76 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 170+29.33 | -39.43 | 638.45 | 169+97.33 | -39.43 | 637.66 | 1-24" CMP | 1-24" x 32 LF RCP |
| DW# 25 | 16 OF 20 | 175+22.31 | LT | ASPHALT | 20 | 20 | 20 | 106 | -2.00 | 2.00 | -4.88 | 2.00 | 11.14 | 25.47 | RESIDENTIAL | 175+36.59 | -39.43 | 650.10 | 174+98.59 | -39.43 | 649.18 | N/A | 1-24" x 38 LF RCP |
| DW# 26 | 16 OF 20 | 178+16.84 | LT | GRAVEL | 20 | 20 | 16 | 103 | SEE BELOW | | | SEE BELOW | | | RESIDENTIAL | 178+31.73 | -39.43 | 656.65 | 177+97.73 | -39.43 | 656.39 | N/A | 1-24" x 34 LF RCP |
| DW# 27 | 19 OF 20 | 205+35.14 | RT | GRAVEL | 20 | 20 | 12 | 67 | -2.00 | 5.99 | -4.00 | 4.00 | 12.54 | 21.46 | RESIDENTIAL | 205+49.48 | 39.19 | 643.83 | 205+19.66 | 39.55 | 643.73 | 1-24" CMP | 1-24" x 30 LF RCP |

*SEE EXPLANATION OF CROSS SLOPES ON HORIZONTAL AND VERTICAL CONTROL DATA SHEET

** ALL DRIVEWAYS PROPOSED CONCRETE SURFACE

*** ALL STATION & OFFSET INFORMATION BASED ON ACCESS-101 ALIGNMENT

DW# 02: L1 = 4', L2 = 12', L3 = 6.2', L4= 15.7'; G1 = -3.30%, G2 = 6.70%, G3 = -3.30%, G4 = -10.00%

DW# 14: L1 = 2', L2 = 5.5', L3 = 9.7', L4 = 10.9'; G1 = -2.00%, G2 = 2.00%, G3 = -3.74%, G4 = -13.10%

DW# 16: L1 = 2', L2 = 2', L3 = 13.48', L4 = 18.65'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -2.02%

DW# 23: L1 = 2', L2 = 2', L3 = 13.41', L4 = 22.91'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = 2.70%

DW# 24: L1 = 2', L2 = 2', L3 = 13.43', L4 = 21.59'; G1 = -2.00%, G2 = 2.00%, G3 = 6.00%, G4 = -0.64%

DW# 26: L1 = 2', L2 = 2', L3 = 13.43', L4 = 30.95'; G1 = -2.00%, G2 = 2.00%, G3 = 5.00%, G4 = -4.34%

## SUMMARY OF INTERSECTIONS

| CROSS STREET NAME | CENTERLINE STATION | | WIDTH FT | LENGTH L1 (FT) | LENGTH L2 (FT) | RADIUS R1 (FT) | RADIUS R2 (FT) | AREA SY | GRADE G1 (%) | GRADE G2 (%) | *HMAC TON | *PRIME COAT GAL | *FL BS CY | *SUBGRADE SY | EXIST. PIPE | PIPE LENGTH (FT) | TYPE OF PIPE | NO. OF BARRELS | PIPE SIZE (IN) | S.E.T. SIDE SLOPE | CULVERT UPSTREAM STATION (CL) | CULVERT UPSTREAM OFFSET (FT) | CULVERT UPSTREAM ELEV. (FT) | CULVERT DOWNSTREAM STATION (CL) | CULVERT DOWNSTREAM OFFSET (FT) | CULVERT DOWNSTREAM ELEV. (FT) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ACCESS 101 | 25+15.61 | LT | 22 | SEE P&P SHEET | | | | 2004 | SEE P&P SHEET | | 490 | 431 | 875 | 2342 | - | 62 | RCP | 1 | 24 | 6:1 | 25+48.41 | -50.06 | 643.40 | 24+88.55 | -46.74 | 643.22 |
| CR 395 | 53+90.19 | RT | 19 | 20 | 57.43 | 50 | 50 | 287 | -2.00 | -3.01 | 61 | 61 | 123 | 330 | 1 - CMPA 28"X18" X 38 LF | - | - | - | - | - | - | - | - | - | - | - |
| CR 369 | 119+21.73 | RT | 22 | 5 | 33 | 50 | 50 | 199 | -2.00 | -5.07 | 47 | 41 | 84 | 224 | - | - | - | - | - | - | - | - | - | - | - | - |
| CR 160 | 126+64.43 | LT | 20 | SEE P&P SHEET | | | | 671 | SEE P&P SHEET | | 163 | 145 | 296 | 795 | - | - | - | - | - | - | - | - | - | - | - | - |
| CR 394 | 184+60.77 | LT | 26 | 5 | 44.65 | 50 | 50 | 260 | -1.20 | 1.37 | 62 | 54 | 109 | 290 | 1 - CMPA 29"X18" x 39 LF | 74 | RCP | 1 | 24 | 6:1 | 184+23.59 | -39.43 | 646.15 | 184+97.58 | -39.44 | 644.60 |
| CR 368 | 184+60.77 | RT | 22 | 2 | 49.1 | 50 | 50 | 242 | -2.40 | 1.23 | 58 | 51 | 102 | 273 | - | 72 | RCP | 1 | 24 | 6:1 | 184+27.98 | 37.91 | 647.04 | 184+99.97 | 39.07 | 643.91 |

PRELIMINARY 90%

SUBMITTED FOR INTERIM REVIEW
Under the authority of:

GRETCHEN ZUVANICH, PE No 113415
DATE: 11/8/2016 , IT IS NOT
TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES

11/8/2016

WILLIAMSON COUNTY TEXAS

Taylor Texas

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1048

# CR 101

# DRIVEWAY AND INTERSECTION DETAILS

SHEET 1 OF 2

| FED. RD. DIV. NO. | PROJECT NO. | SHEET NO. |
|---|---|---|
| 6 | | 127 |

| STATE | DIST. | COUNTY |
|---|---|---|
| TEXAS | AUS | WILLIAMSON |

| CONT. | SECT. | JOB | HIGHWAY NO. |
|---|---|---|---|
| | | | CR 101 |

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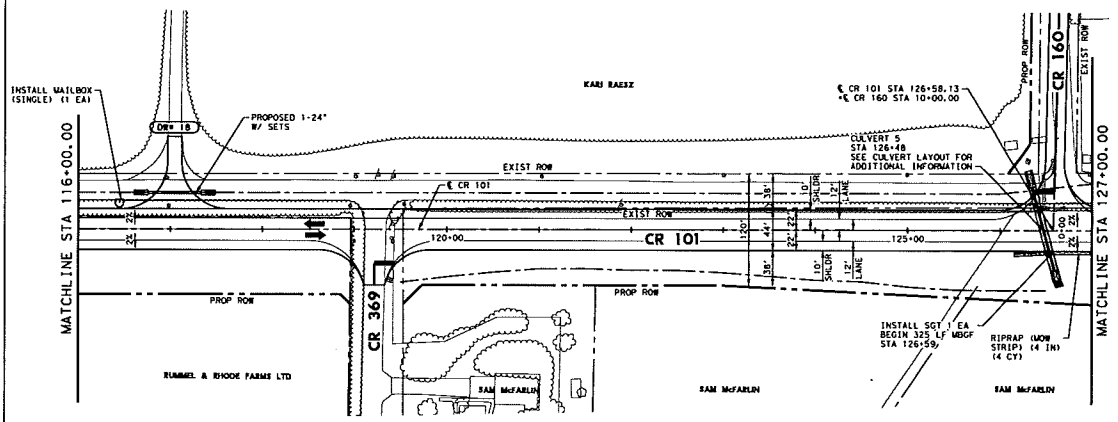


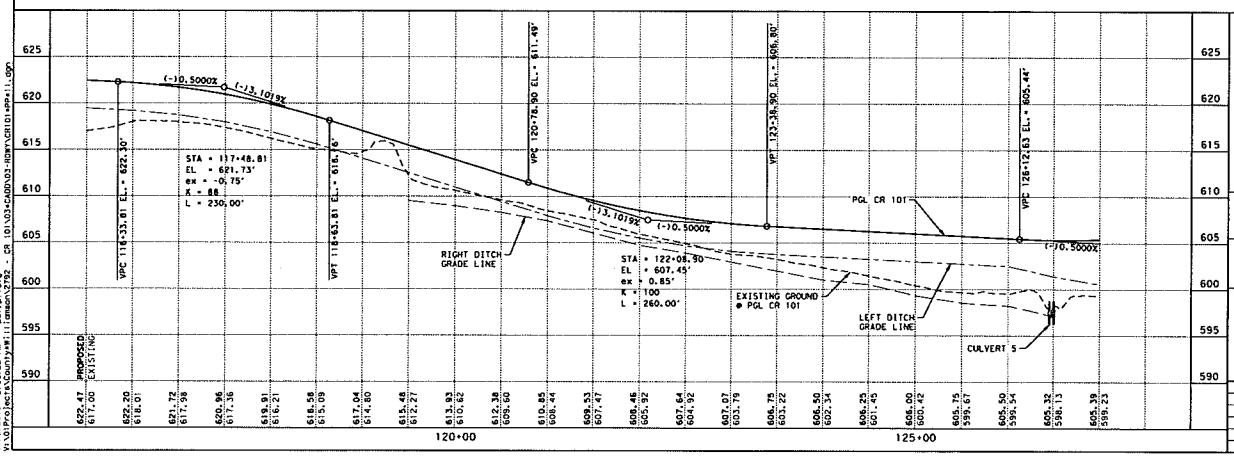

LEGEND:

- EXISTING SIGN
- MAILBOX
- DIRECTION OF TRAFFIC
- DRW# DRIVEWAY NUMBER
- CURVE # ALIGNMENT CURVE NUMBER

NOTES:

1. SEE INTERSECTION LAYOUTS FOR ADDITIONAL INFORMATION.
2. SEE DRIVEWAY AND INTERSECTION DETAILS FOR ADDITIONAL INFORMATION.
3. ALL MBGF LENGTH OF NEED CALCULATIONS BASED ON ULTIMATE TYPICAL SECTION (3-12' LANES WITH 4' SHOULDERS)

SCALE: 1"=100' H
1"=10' V




PRELIMINARY 90%

SUBMITTED FOR INTERIM REVIEW Under the authority of:

GRETCHEN ZUVANICH, PE No 113415
DATE: 11/8/2016 , IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES

11/8/2016

WILLIAMSON COUNTY TEXAS

Taylor Texas

BGE, Inc.
7000 North Mopac, Suite 330, Austin, TX 78731
Tel: 512-879-0400 • www.bgeinc.com
TBPE Registration No. F-1046

# CR 101

## ROADWAY PLAN & PROFILE

SHEET 11 OF 19

| FED. RD. DIV. NO. | PROJECT NO. | SHEET NO. |
|---|---|---|
| 6 | | 106 |

| STATE | DIST. | COUNTY |
|---|---|---|
| TEXAS | AUS | WILLIAMSON |

| CONT. | SECT. | JOB | HIGHWAY NO. |
|---|---|---|---|
| | | | CR 101 |

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# EXHIBIT "C"

Parcel 24

**DEED**
County Road 101 Road Right of Way

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That KARI RAESZ and SHAUN RAESZ, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

> All of that certain 0.056 acre (2433 Sq. Ft.) tract of land in the Patrick O'Dougherty Survey, Abstract No. 184, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 24**)

**SAVE AND EXCEPT, HOWEVER,** it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" 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 101, but shall not be used or exported from the Property for any other purpose.

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

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the ____ day of _____, 201___.

*[signature page follows]*

**GRANTOR:**

_____
Kari Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 201___ by Kari Raesz, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

**GRANTOR:**

_____
Shaun Raesz

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 201___ by Shaun Raesz, 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:**

# UTILITY EASEMENT

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

That MAGNOLIA HOSPITALITY MANAGEMENT CO., LLC dba AR TEXAS MANAGEMENT COMPANY, LLC, for and in consideration of ONE DOLLAR ($1.00) in hand paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across and upon the following described lands located in Williamson County, Texas, to-wit:

> Being 74.18 acres of land, more or less, in Williamson County, Texas, as described on instrument recorded in Volume/Document No 2015056154, Official Property Records of Williamson County, Texas.

Location of right-of-way and easement hereby conveyed shall be limited to a strip of land twenty (20) feet in width, being ten (10) feet on each side of the centerline of the facilities as built, with guying easements as needed, **or** as indicated on Exhibit "A", attached hereto and incorporated herein for all pertinent purposes.

Together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

*[signature page follows]*

Virtual Grid/Facet No.:

Work Order No.:

Acct. No.:

Property Owner Name:

WITNESS my hand this _____ day of _____, 20____.

GRANTOR:

Magnolia Hospitality Management Co., LLC
dba AR Texas Management Company, LLC

By:_____

By: _____
(Printed General Partner or Manager Name)

_____
(Signature)

**THE STATE OF _____**

**COUNTY OF _____**

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 201___.

_____
Notary Public in and for
The State of _____

**Please Return to:**

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 12/20/2016

CR 110 Interlocal Agreement

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss, consider and take appropriate action on an Interlocal Agreement Regarding Relocation of Water System Improvements with Jonah Water Special Utility District for the CR110 South project.

**Background**

## Fiscal Impact

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

## Attachments

Jonah ILA

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 10:28 AM |
| Final Approval Date: 12/15/2016 | | |

**INTERLOCAL AGREEMENT REGARDING**
**RELOCATION OF WATER SYSTEM IMPROVEMENTS**
**(CR 110 SOUTH PROJECT)**

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

**THIS INTERLOCAL AGREEMENT REGARDING RELOCATION OF WATER SYSTEM IMPROVEMENTS** ("**Agreement**") is entered into between Jonah Special Utility District (the "**District**") and Williamson County, a political subdivision of the State of Texas (the "**County**"). In this Agreement, the District and the County are sometimes individually referred to as "**a Party**" and collectively referred to as "**the Parties**".

**WHEREAS,** the County is and has been in the process of improving the Southern portion of CR 110 (the "County Project"); and

**WHEREAS**, some of the proposed CR 110 South roadway improvements include the widening of the right-of-way into easements in which the District's water system improvements are or will be located; and

**WHEREAS,** the parties have determined that, because of the re-alignment of CR 110 South, additional easements and the relocation of a District waterline (the "Waterline") are necessary; and

**WHEREAS**, in connection with the construction of the roadway improvements, the County desires to relocate portions of the Waterline into new right-of-way in areas of conflict; and

**WHEREAS,** this Agreement sets forth the terms and conditions pursuant to which the County shall relocate the District's water system improvements in certain segments of the County Project into the new CR 110 South right-of-way.

**NOW, THEREFORE,** in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

## I.
## STATEMENT OF INTENT

**1.01 General.** The purpose of this Agreement is to provide for the County to reimburse the District for the costs related to the construction of new waterline improvements caused the County's re-alignment of the Southern portion of CR 110.

**1.02 Relocation of Waterline and Provision of Easement Rights.** The County will, at its own expense, relocate the Waterline as described in the construction plans (the "Project

Plans") and the specifications associated with the Project Plans (the "Project") and convey a water line easement to Jonah in a form mutually agreeable to the parties that contains provisions regarding the following:

(a) grants Jonah an exclusive right to at least a 15-foot wide designated portion of the right-of-way for its water line and an additional 15-wide construction easement to be used in the event repairs to the water line are required;

(b) provides Jonah the right to make any repairs or improvements to its water line with no obligation to repair the overlying roadway improvements, including but not limited to sidewalks and driveways; and

(c) requires the County (or the City, in the future) to relocate Jonah's facilities if necessary in the future and acquire and provide any future easements or the same right-of-way rights in favor of Jonah at the County's sole expense.

The Project Plans are those plans prepared by Coyote Consulting,,LLC, dated 4/18/16 and entitled 2015-C.R. 110 South: Utility Relocation, which are incorporated herein by reference.

**1.03 Continuation of Service**. The County agrees that the County Project shall be undertaken so as to minimize any disruption of water service to existing customers of the District and will not result in the permanent loss of water service to any such customers.

**1.04 Betterment Improvements**. The District has requested the County include in the Project the betterments described in Exhibit "A", attached hereto and incorporated herein.

## II.
## CONSTRUCTION OF PROJECT

**2.01 General**. The Parties mutually acknowledge and agree that the County shall, at its own expense, construct all physical improvements that constitute the Project.

**2.02 Construction Plans**. The County shall submit the Project Plans and specifications related to relocation or betterment of the Waterline, and any changes or modifications thereto, to the District for review and approval prior to commencing construction.

**2.03 Inspection**. The District may inspect the Project Plans and the physical improvements relocated Waterline or betterments during construction. If the District's inspectors determine that the construction by the County is not in accordance with the approved Project Plans and upon receipt of such notification from the District, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of the District.

**2.04 Future Relocations**. Should the County or other entity require the relocation of the District water system improvements previously relocated by this Agreement, the County

shall, at its own expense, be responsible for the relocation expenses, including the acquisition of new easements, if necessary.

**2.05 Permits.** The District shall be responsible for obtaining permits required for the construction of the Project.

**2.06 Betterment Costs.** The difference between the original design and betterment costs, totaling $14,358.00 and described in Exhibit "A", shall be reimbursed to the County by the District with ten days of County's written request to District, including proof of payment, sent to District at the address for Notices set forth in Section 4.08 of this Agreement.

**2.07 Other Costs.** The County shall reimburse the District for all costs that the District incurs for inspections, permitting, engineering and legal services and other services related to the Project within 30 days of receipt of an invoice for those costs.

**2.08 Insurance, Bonds and Warranties.** The County shall require the contractor for the Project to name the District as an additional insured on any policies related to the Project. The County shall require the contractor to provide performance bonds, payment bonds and maintenance bonds in favor of the District for the Project in amounts satisfactory to the District. The County shall transfer any warranties for the Project to the District upon final completion and acceptance of the project.

## III.
## DISPUTES

**3.01 Material Breach; Notice and Opportunity to Cure.**

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damage arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

**3.02 Equitable Relief**. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in money damages alone, the Parties agrees that after providing notice and an opportunity to cure in accordance with Section 4.01

above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

**3.03 Agreement's Remedies Not Exclusive.** The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

## IV.
## GENERAL PROVISIONS

**4.01 Authority.** This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

**4.02 Severability.** The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

**4.03 Payments from Current Revenues.** Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

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

**4.05 Entire Agreement.** This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in the Project Plans.

**4.06 Amendments.** Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

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

**4.08 Notices.** Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

**DISTRICT:**

Jonah Water Special Utility District
4050 FM 1660
Hutto, Texas 78634
Attn: General Manager
Telephone: (512) 759-2983

**COUNTY:**

Williamson County
710 Main Street, Suite 101
Georgetown, Texas 78626
Attn: Judge Dan Gattis
Telephone: (512) 943-1577

**4.09 Exhibit.** The following exhibit is attached to this Agreement and incorporated herein by reference:

Exhibit A - Betterment Calculations

**4.10 Counterparts; Effect of Partial Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

**4.11 Authority**. Each Party represents and warrants that it has the full right, power and authority to execute this Agreement.

*(SIGNATURES ON FOLLOWING PAGE)*

**ATTEST:**

Secretary

**JONAH WATER SPECIAL UTILITY DISTRICT:**

By: Kenneth Jirasek
Printed Name: Kenneth Jirasek
Title: President

Date: 12-8-16

**ATTEST:**

County Clerk

**WILLIAMSON COUNTY:**

By: _____
Printed Name: Dan A. Gattis
Title: County Judge

Date: _____

# Betterment Calculations
# 2015 - C.R. 110 South; Utility Relocation

Description of Propsoed Betterment;

This betterment calculation is in regards to the portion of the project from approximate waterline Sta. 2+68 to 5+94. This betterment request is at the request of a developer on the south side of the rail road. The differences between the original design and the betterment design are shown within the table below, however a quick summary is that the original design's 4" carrier pipe is to be up sized to a 12" carrier pipe and install a 12" stub out for this development to connect to.

**Original Design**

| Item Code. | Item Description | Qty. | Unit | | Price/Unit | | Item Totals |
|---|---|---|---|---|---|---|---|
| 4 | 4" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed | 36 | L.F. | x | $ 35.00 | = | $ 1,260.00 |
| | 20" Steel Enc. Pipe, Bored with 4" C-900, DR-18 RJ Carrier Pipe; Installed | 290 | L.F. | x | $ 420.00 | = | $ 121,800.00 |
| 14 | 4" Gate Valve, Box, and Marker; Installed | 1 | Ea. | x | $ 1,000.00 | = | $ 1,000.00 |
| 38 | Trench Safety | 36 | L.F. | x | $ 1.00 | = | $ 36.00 |
| | | | | | Original Design Total | = | $ 124,096.00 |

**Betterment Design**

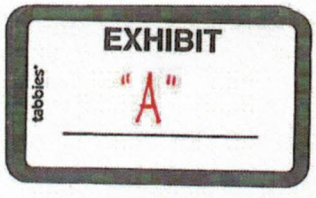
| Item Code. | Item Description | Qty. | Unit | | Price/Unit | | Item Totals |
|---|---|---|---|---|---|---|---|
| 2 | 12" C-900, DR-18 PVC Pipe; w/ Tracer Wire; Installed | 46 | L.F. | x | $ 48.00 | = | $ 2,208.00 |
| 8 | 20" Steel Enc. Pipe, Bored with 12" C-900, DR-18 RJ Carrier Pipe; Installed | 290 | L.F. | x | $ 450.00 | = | $ 130,500.00 |
| 12 | 12" Gate Valve, Box, and Marker; Installed | 2 | Ea. | x | $ 2,500.00 | = | $ 5,000.00 |
| 28 | Install 12" Cap on Stub Out; Installed | 1 | Ea. | x | $ 700.00 | = | $ 700.00 |
| 38 | Trench Safety | 46 | L.F. | x | $ 1.00 | = | $ 46.00 |
| | | | | | Betterment Design Total | = | $ 138,454.00 |

Diffrence between the Original Design and Betterment Design Opinions of Probable Cost;

**$ 14,358.00**

*Prices listed above correspond with those presentined with in the original design's Opnion of Probable Cost and the revised Opinion of Probable Cost*

5/25/2016



**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 12/20/2016

Economic Development Agreement

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to authorize County Judge to execute an economic development agreement with St. David's Healthcare.

**Background**

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**Fiscal Impact**

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

**Attachments**

St. David's Ch. 381 Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 10:32 AM |
| Final Approval Date: 12/15/2016 | | |

**ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLC**

**and**

**WILLIAMSON COUNTY, TEXAS**

**CHAPTER 381**

**ECONOMIC DEVELOPMENT AGREEMENT**

This Economic Development Agreement ("AGREEMENT") is entered into this _____ day of _____, 2016, by and between Williamson County, Texas, a Texas political subdivision, ("COUNTY") and GHC-Galen Healthcare, LLC, the Manager of St. David's Healthcare Partnership, L.P., LLC ("DEVELOPER").

**WHEREAS**, Developer is the owner of a 52 acre tract of unimproved land (the "PROPERTY") located as shown on Exhibit "A," attached hereto and incorporated herein; and

**WHEREAS**, the purpose of this Agreement is to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code, and;

**WHEREAS**, the County hereby establishes an economic development program and authorizes the making of economic development grants to Developer in recognition of the positive economic benefits to the County through Developer's construction of a free-standing emergency room, medical office building and hospital, as more fully described herein, (the "PROJECT"); and

**WHEREAS**, the County has agreed to reimburse ad valorem taxation payments, as stated herein; and

**NOW, THEREFORE**, in consideration of the mutual benefits and promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Developer agree as follows:

1. **Authority**. The County's execution of this Agreement, as authorized by Chapter 381 of the Texas Local Government Code, constitutes a valid and binding obligation of the County in the event Developer completes the Project as described herein. The County acknowledges that Developer is acting in reliance upon the County's performance of its obligations under this Agreement in making its decision to commit substantial resources and money to construct the Project.

2. **Term**. This Agreement shall become enforceable upon its Effective Date. This Agreement shall terminate seven (7) years after the City of Leander approves a Certificate of Occupation for the final building within the Project, or ten (10) years after the Effective Date, whichever is earlier.

3. **Rights and Obligations of Developer.** In consideration of the County's compliance with this Agreement, Developer agrees as follows:

3.1 **Construction of the Project**. Developer agrees to begin construction of a free standing emergency department ("FSED") or Phase I (as defined below) on the Property within one (1) year after the Effective Date. Developer agrees to begin construction of either Phase II or Phase III (as defined below) within three years after the City of Leander approves a Certificate of Occupancy for the FSED.

4. **Rights and Obligations of the County.** In consideration of Developer's compliance with this Agreement, the County agrees as follows:

4.1 **County Property Tax Reimbursement.**

(a) The parties contemplate that the Property will be developed in three Phases, Phase I, Phase II and Phase III. The Property is currently listed in one real property tax account on the records of the Williamson County Central Appraisal District, Account No. R-433110 containing 51.993000 acres. When construction of Phase I begins, the Developer will create a new property tax account with the Williamson County Central Appraisal District containing approximately two (2) acres of unimproved land ("PHASE I PROPERTY") upon which Phase I will be constructed.

When construction of Phase II begins, the Developer will create a second new property tax account with the Williamson County Central Appraisal District containing approximately three (3) acres of unimproved land ("PHASE II PROPERTY") upon which Phase II will be constructed.

When construction of Phase III begins, the Developer will create a third new property tax account with the Williamson County Central Appraisal District containing approximately twenty-five (25) acres of unimproved land ("PHASE III PROPERTY") upon which Phase III will be constructed.

After construction of Phase III begins, the parties contemplate that there will be a total of four real property tax accounts with the Williamson County Central Appraisal District for the Property: (i) one containing approximately two (2) acres of land and the Phase I Real Property Improvements; (ii) a second containing approximately three (3) acres of land and the Phase II Real Property Improvements; (iii) a third containing approximately twenty-five (25) acres of land and the Phase III Real Property Improvements; and (iv) a fourth (currently account number R-433110) which will contain approximately twenty-two (22) acres of unimproved land subject to an agricultural exemption.

(b) The Developer will construct a free standing emergency department ("FSED") containing approximately 10,000 square feet of new construction ("PHASE I"). The County shall not reimburse any portion of County real property taxes or business personal property taxes paid on Phase I property.

(c) To be entitled to any County Property Tax Reimbursement under this Agreement the Developer must construct, complete and receive a Certificate of Occupancy from the City of Leander for Phase II or Phase III (as defined below). The Developer will construct, or designate a third-party to construct, a medical office building ("MOB") containing approximately 20,000 square feet of new construction ("PHASE II"). In the alternative, Developer may construct an acute care hospital of approximately thirty (30) beds or more ("Phase III"). Phase II may be owned and operated by a third party.

(d) Upon issuance of a Certificate of Occupancy for Phase II by the City of Leander, the County shall reimburse a portion of all County real property taxes and business personal property taxes paid on land, real property improvements, and business personal property located at or on the Phase II Property as follows:

**Phase II**:

Years 1-3 50% of all ad valorem taxes paid on the increase in appraised value of the land, real property improvements, and business personal property located at or on the Phase II Property compared to the base year appraisal, which shall be for the tax year preceding the commencement of construction of Phase II, as calculated by the Williamson County Central Appraisal District.

Years 4-6 25% of all taxes paid on the increase in the appraised value of the land, real property improvements, and business personal property located at or on the Phase II Property compared to the base year appraisal, which shall be for the tax year preceding the commencement of construction of Phase II, as calculated by the Williamson County Central Appraisal District.

(e) Upon issuance of a Certificate of Occupancy for Phase III by the City of Leander, the County shall reimburse a portion of all County real property taxes and business personal property taxes paid on land, real property improvements, and business personal property located at or on the Phase III Property as follows:

**Phase III**:

Years 1-3 50% of all ad valorem taxes paid on the increase in the appraised value of the land, real property improvements, and business personal property located at or on the Phase III Property compared to the base year appraisal,

which shall be for the tax year preceding the commencement of construction of Phase III, as calculated by the Williamson County Central Appraisal District.

Years 4-6 — 25% of all ad valorem taxes paid on the increase in the appraised value of the land, real property improvements, and business personal property located at or on the Phase III Property compared to the base year appraisal, which shall be for the tax year preceding the commencement of construction of Phase III, as calculated by the Williamson County Central Appraisal District.

(f) The County shall make the above-described reimbursements to Developer on or before March 1 of each year for the period of time described herein. Once the Developer has been reimbursed in full, no more tax reimbursements will be due and owing to Developer by the County.

5. **Events of Default.** Each of the following shall constitute an Event of Default under this Agreement:

5.1 **Failure to Comply with Agreement**. Failure to locate, complete and operate the Project on the Property for the term of this Agreement shall constitute an event of default. Developer shall have thirty (30) days after receipt of notice of default to cure said default. Failure to cure the default within thirty (30) days after receipt of notice of default may result in the termination of this Agreement by the County.

5.2 **Insolvency**. The dissolution or termination of Developer's existence as an active business or concern, Developer's insolvency, appointment of receiver for any part of Developer's assets, any assignment of all or substantially all of the assets of Developer for the benefit of creditors of Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing.

5.3 **Delinquent Taxes**. Developer agrees that the County has no legal obligation under this Agreement to make any reimbursements to Developer unless County is satisfied that all Ad Valorem Tax Payments legally due and owing against the Property have been paid.

5.4 **Failure to Cure**. If any Event of Default by Developer shall occur, and if Developer fails to cure same in accordance herein, then this Agreement may be terminated and the County's obligations end at that time.

6. **Termination of Agreement by County Without Default.** County may terminate this Agreement without an event of default by Developer and effective immediately if any state or federal statute, regulation, case law, or other law renders this Agreement

ineffectual, impractical or illegal, including case law holding that a Chapter 381 Economic Development Agreement grant such as are included in this Agreement is an unconstitutional debt.

7. **Grant Recapture.** In the event that Developer is in default of this Agreement, the County may recapture and collect from Developer the reimbursements previously made to Developer after providing Developer written notice and a minimum period of thirty (30) days to cure such default, and the default has not been cured within said time. In the event Developer does not so cure, Developer shall pay to the County the all previously paid reimbursements within thirty (30) days after the County makes demand for same. In addition to other available remedies under law and equity, the County shall have all remedies for the collection of the reimbursements as provided generally in the Tax Code for the collection of delinquent property taxes.

8. **Miscellaneous.**

8.1 **Mutual Assistance**. The County and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement, and to aid and assist each other in carrying out such terms and provisions in order to put each other in the same economic condition contemplated by this Agreement regardless of any changes in public policy, the law, or taxes or assessments attributable to the Property.

8.2 **Representations and Warranties of the County**. The County represents and warrants to Developer that the County has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary County proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the County, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

8.3 **Representations and Warranties of the Developer**. Developer represents and warrants to the County that Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

8.4 **Default**. If either the County or Developer should default in the performance of any obligations of this Agreement, the other party shall provide such defaulting party written notice of the default, and a minimum period of thirty (30) days to cure such default, prior to instituting an action for breach or pursuing any other

remedy for default. If the County remains in default after notice and opportunity to cure, Developer shall have the right to pursue any remedy at law or in equity for the County's breach. If Developer remains in default after notice and opportunity to cure, the County's remedy shall be limited to a termination of any County property tax abatements previously granted to Developed Parcels, and the County shall no longer be obligated to grant tax abatements to subsequent Developed Parcels.

8.5 **Attorney's Fees**. In the event any legal action or proceeding is commenced between the County and Developer to enforce provisions of this Agreement and recover damages for breach, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action, to the extent allowed by law.

8.6 **Entire Agreement**. This Agreement contains the entire agreement between the parties. This Agreement may only be amended, altered or revoked by written instrument signed by the County and Developer.

8.7 **Binding Effect**. This Agreement shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

8.8 **Assignment**. Developer may assign all or part of its rights and obligations to a third party upon thirty days written notice to the County. Notwithstanding the foregoing sentence, the Developer may assign this Agreement to an affiliate, subsidiary or related party of Developer without the County's consent.

8.9 **Amendment**. This Agreement may be amended by the mutual written agreement of the parties.

8.10 **Termination**. In the event Developer elects not to proceed with the Project as contemplated by this Agreement, Developer shall notify the County in writing, and this Agreement and the obligations on the part of both parties shall be deemed terminated and of no further force or effect.

8.11 **Notice**. Any notice and or statement required and permitted to be delivered shall be deemed delivered by actual delivery, facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

**Developer**: St. David's Healthcare Partnership, L.P., LLP
c/o GHC – Galen Healthcare, LLC, Manager
HCA Incentives and Credits Director
P.O. Box #1504
Nashville, Tennessee 37202-1504

**With a copy to:** Garry M. Miles, Esq.

Locke Lord LLP
2200 Ross Avenue, Suite #2800
Dallas, Texas 75201

**County:** Dan A. Gattis, County Judge
710 Main Street, Suite #101
Georgetown, Texas 78626

Either party may designate a different address at any time upon written notice to the other party.

8.12 **Interpretation**. Each of the parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, however its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any party.

8.13 **Applicable Law**. This Agreement is made, and shall be construed and interpreted, under the laws of the State of Texas and venue shall lie in Williamson County, Texas.

8.14 **Severability**. In the event any provisions of this Agreement are illegal, invalid or unenforceable under present or future laws, and in that event, it is the intention of the parties that the remainder of this Agreement shall not be affected. It is also the intention of the parties of this Agreement that in lieu of each clause and provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid or enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

8.15 **Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

8.16 **No Third Party Beneficiaries**. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

8.17 **Exhibits**. The following Exhibits "A" and "B" are attached and incorporated by reference for all purposes:

Exhibit "A:" Property Description
Exhibit "B:" Project Description

8.18 **No Joint Venture**. It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The County, its past, present and future officers, elected officials, employees and agents of the County, do not assume any

responsibilities or liabilities to any third party in connection with the development of the Project or the design, construction or operation of any portion of the Project.

8.19 **Waiver of Immunity.** Notwithstanding anything to the contrary herein, the County and Developer hereby acknowledge and agree that this Agreement is subject to the provisions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended. The County agrees that its immunity from suit is waived for the purpose of adjudicating a claim for breach of this Agreement, which is subject to the terms and conditions of Subchapter 1 of Chapter 271, Texas Local Government Code, as amended.

**8.20 Reporting.** Within 30 days of the end of each calendar year, St.Davids shall submit to the County a schedule detailing the Ad Valorem Property Tax for such calendar year. As backup for the schedule, St. Davids will submit a copy of all property tax receipts for that calendar year showing the Ad Valorem Property tax paid.

**EXECUTED** to be effective as of the ____ day of _____, 2016.

**ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLC**

BY: GHC-Galen Healthcare, LLC, Manager

_____
SIGNATURE

_____
TYPED OR PRINTED NAME

_____
TITLE

**WILLIAMSON COUNTY, TEXAS,**

BY:_____
Dan A. Gattis, County Judge

**EXHIBIT "A"**

**PROPERTY DESCRIPTION**

**EXHIBIT "B"**

**PROJECT DESCRIPTION**

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 12/20/2016

Hogan Real Estate Contract ROW Donation

**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 real estate contract between HoganWyatt, LP and Williamson County for the donation of 9.802 acres of land dedicated to Williamson County for the construction of a public road within the property.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Real Estate Contract Signed

Signed Hogan Special Warranty Deed

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 12/12/2016 03:17 PM |
| Commissioner Pct. 2 (Originator) | Kathy Pierce | 12/12/2016 03:58 PM |
| Form Started By: Kathy Pierce | | Started On: 12/12/2016 10:11 AM |
| Final Approval Date: 12/12/2016 | | |

# REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT ("Contract") is made by HOGANWYATT, LP (referred to in this Contract collectively as "Grantor") and WILLIAMSON COUNTY, TEXAS (referred to in this Contract as "Grantee"), upon the terms and conditions set forth in this Contract.

## ARTICLE I
## PURCHASE AND SALE

By this Contract, Grantor agrees to convey, and Grantee accepts, the tract(s) of land described as follows:

> All of that certain 9.802 acre tract of land in Williamson County, being more particularly described in Exhibit "A" and Exhibit "D" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements situated on and attached to the Property described in Exhibit "A" and Exhibit "D" not otherwise agreed herein to be retained by Grantor, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

## ARTICLE II
## DEDICATION

2.01. Grantor agrees to dedicate the Property to Grantee, free and clear of all liens and encumbrances, as consideration for the construction of a two-lane public road within the Property.

## ARTICLE III
## GRANTEE'S OBLIGATIONS

Conditions to Grantee's Obligations

3.01. The obligations of Grantee 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 Grantee at or prior to the Closing).

3.02. Grantor 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 Grantor prior to or as of the closing.

3.03. Grantee agrees the Property shall revert to the Grantor if the Grantee does not award a bid for the construction on the first phase of the road improvements in the dedicated right of way, known as the Southwest Seward Junction Loop, located within the Property and within thirty-six (36) months of conveyance.

3.04 Grantee will allow Grantor to construct at least six (6) access points along the Loop Road. There shall be at least three (3) driveway access points along the north side of the Loop Road, and at least three (3) driveway access points along the south side of the Loop Road. Access point's width and exact location will be determined at platting. Pedestrian access, vehicular access, and driveway locations and spacing along the Loop Road to be dictated by current criteria set forth by the governing agency at the time of development review and/or platting. Grantee shall also allow one median break along the Loop Road. The proposed Loop Road driveway access points and median break are set forth on Exhibit "B" of this contract. Grantee will provide utility sleeves under Loop Road for the two tracts fronting on HWY 183 ("TRACT 1" & "TRACT 2") for the benefit of Grantor or assigns. These sleeves will be large enough to accommodate electric lines, and communication cables needed to service the two tracts. Grantee and assigns will not be responsible for the associated costs of installing traffic lights. Exhibit "C" attached is a typical roadway cross section for the Project.

3.05 Grantee agrees to execute IRS Form 8283 Noncash Charitable Contributions part IV Donee Acknowledgment.

## ARTICLE IV
## REPRESENTATIONS AND WARRANTIES OF GRANTOR

4.01. Grantor hereby represents and warrants to Grantee as follows, which representations and warranties shall be deemed made by Grantor to Grantee also as of the Closing Date, to the best of Grantor'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 Grantee;

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

## ARTICLE V
## CLOSING

Closing Date

5.01. The Closing shall be held at the office of Georgetown Title, Round Rock office, on or before December 30, 2016, or at such time, date, and place as Grantor and Grantee 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").

Grantor's Obligations at Closing

5.02. At the Closing Grantor shall:

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

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

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

(c) A provision requiring the Property revert back to the Grantor if the Grantee does not award a bid for the construction of the first phase of the road improvements on the right of way on the Property known as the Southwest Seward Junction Bypass within thirty-six (36) months of conveyance.

(d) Any exceptions approved by Grantee in writing.

(2) Deliver to Grantee a Texas Owner's Title Policy at Grantee's sole expense, issued by Title Company, in Grantee's favor in an amount agreed to prior to Closing by Grantee, insuring Grantee'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 Grantee, 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) Deliver to Grantee possession of the Property if not previously done.

Grantee's Obligations at Closing

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 Grantee.

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 Grantee.

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

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

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

## ARTICLE VI
## BREACH BY GRANTOR

6.01. In the event Grantor shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Grantee's default, Grantor agrees to reimburse Grantee for its reasonable cost incurred as a result of this Contract.

## ARTICLE VII
## BREACH BY GRANTEE

7.01. In the event Grantee shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the conveyance of the Property for any reason, except Owner's default, Grantee agrees to reimburse Owner for its reasonable cost incurred as a result of this Contract.

## ARTICLE VIII
## MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Grantor or Grantee, 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, Grantee is hereby advised that it should be furnished with or obtain a policy of title insurance or Grantee should have the abstract covering the Property examined by an attorney of Grantee's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is executed 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.

Agricultural Tenants

8.12. Grantee agrees to replace or reimburse Grantor and its agricultural tenants for damage done to any currently existing fences, driveways and crops at the reasonable fair market value. Grantor agrees to remove or otherwise cancel any agricultural leases which encumber the Property conveyed herein as the date of this transfer.

*[signature pages follow]*

**GRANTOR:**

HOGANWYATT, L.P.
A Texas limited partnership

By: LandGP, LLC, it's General Partner

By: Philip Hogan
Philip Hogan, President

Date: 12/9/16

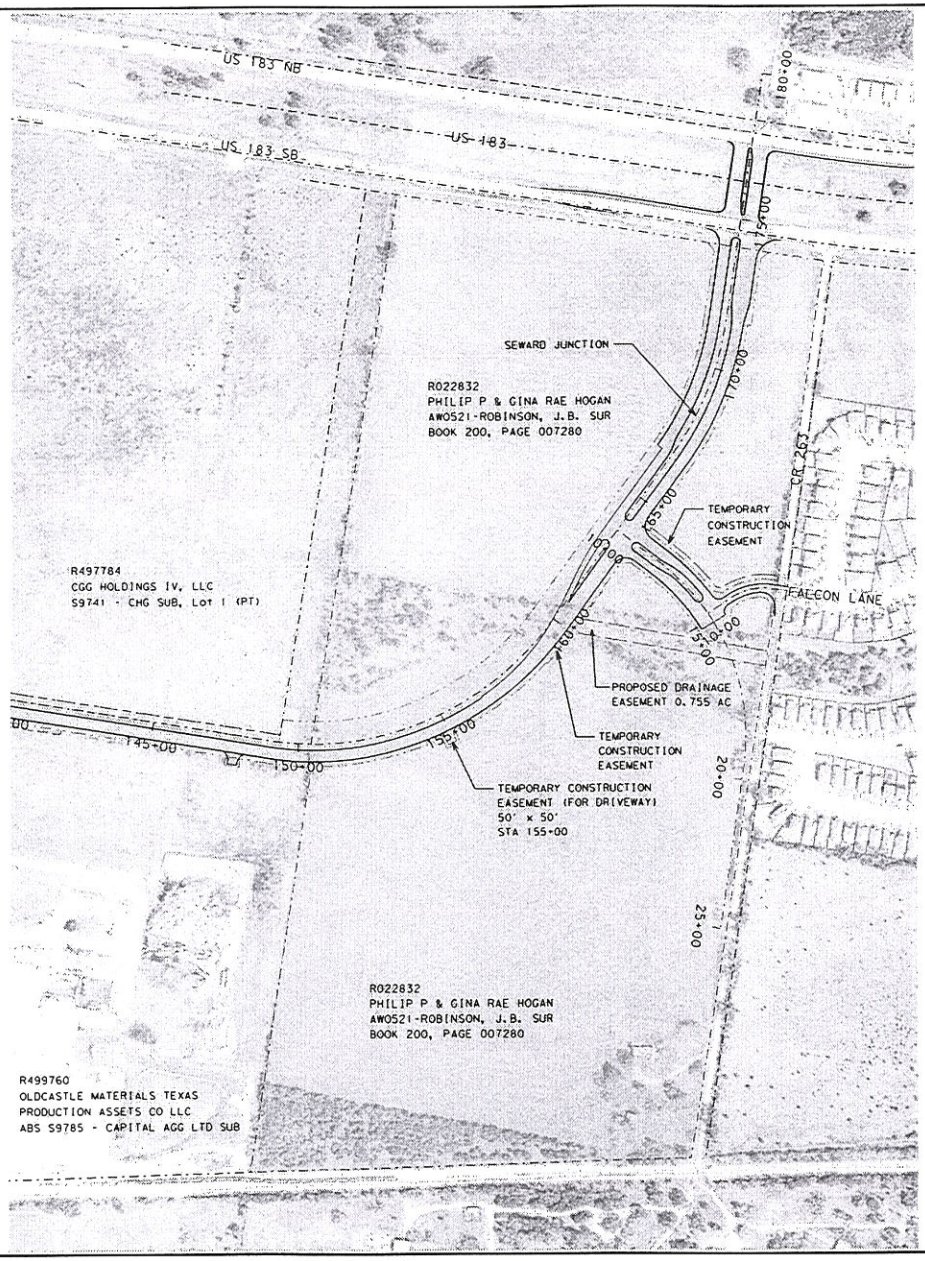
**GRANTEE:**
WILLIAMSON COUNTY, TEXAS

Dan A. Gattis, County Judge

Address: 710 Main Street
Georgetown, TX 78626

Date: _____

# EXHIBIT A




96.904 ACRES

9.802 ACRES

PROPOSED R.O.W.

PROPOSED EASEMENT

N

0 200 400

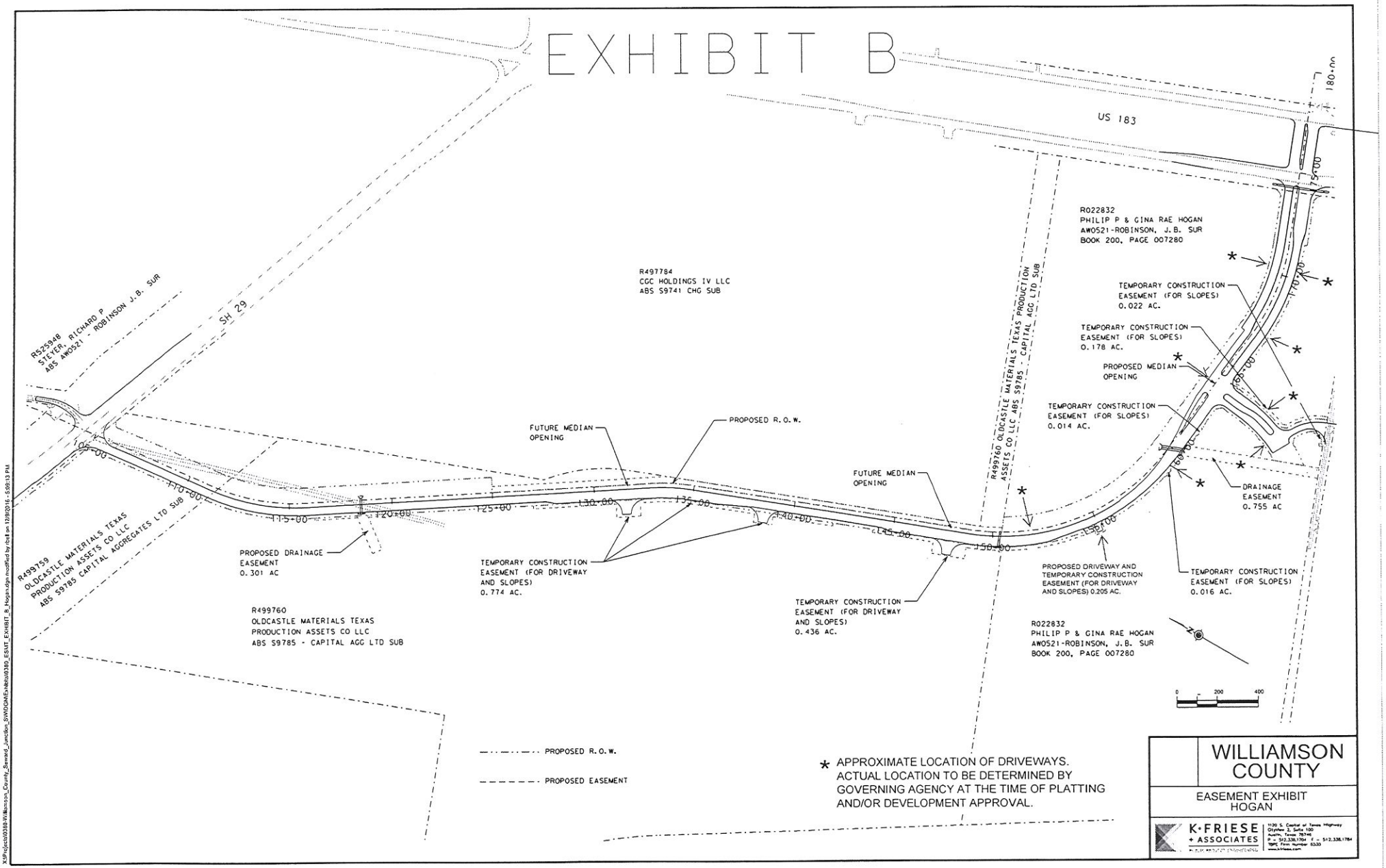
PRELIMINARY-
SUBJECT TO CHANGE

| | |
|---|---|
| | WILLIAMSON COUNTY |
| EASEMENT EXHIBIT | |

K·FRIESE + ASSOCIATES
1120 S. Capital of Texas Highway
Olympia 2, Suite 100
Austin, Texas 78746
P - 512.338.1704 F - 512.338.1784
TBPE Firm Number 8530
www.kfriese.com

X:\Projects\10380-Williamson_County_Seward_Junction_SWD\ON\Exhibits\10380_ESMT_EXHIBIT-Hogan.dgn modified by dcryan on 6/17/2016 - 1:00:28 PM

# EXHIBIT B




WILLIAMSON COUNTY

EASEMENT EXHIBIT
HOGAN

K·FRIESE + ASSOCIATES
1120 S. Capital of Texas Highway
Building 2, Suite 100
Austin, Texas 78746
P. - 512.338.1704 F. - 512.338.1784
TBPE Firm Number 8330
www.kfriese.com

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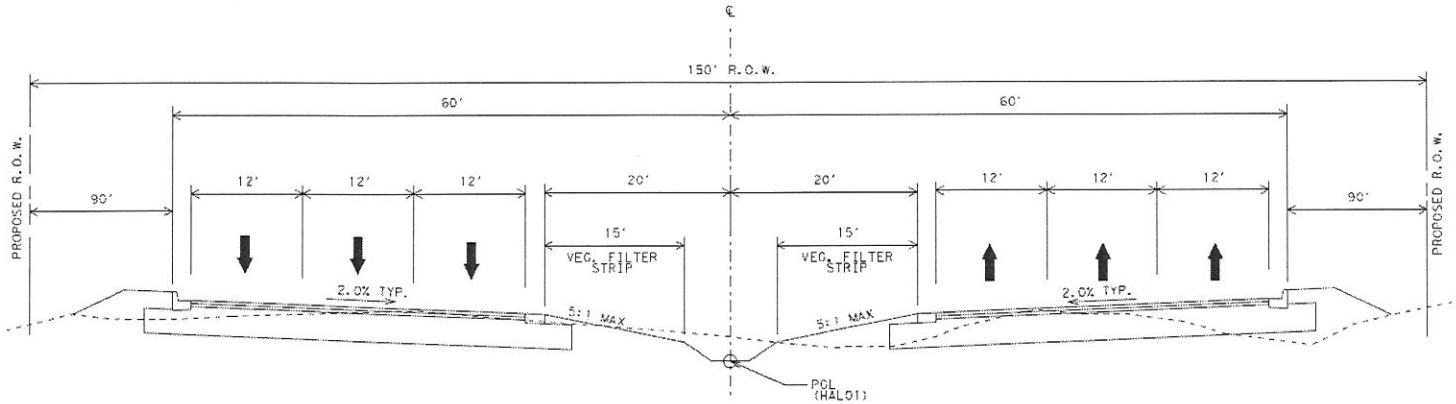
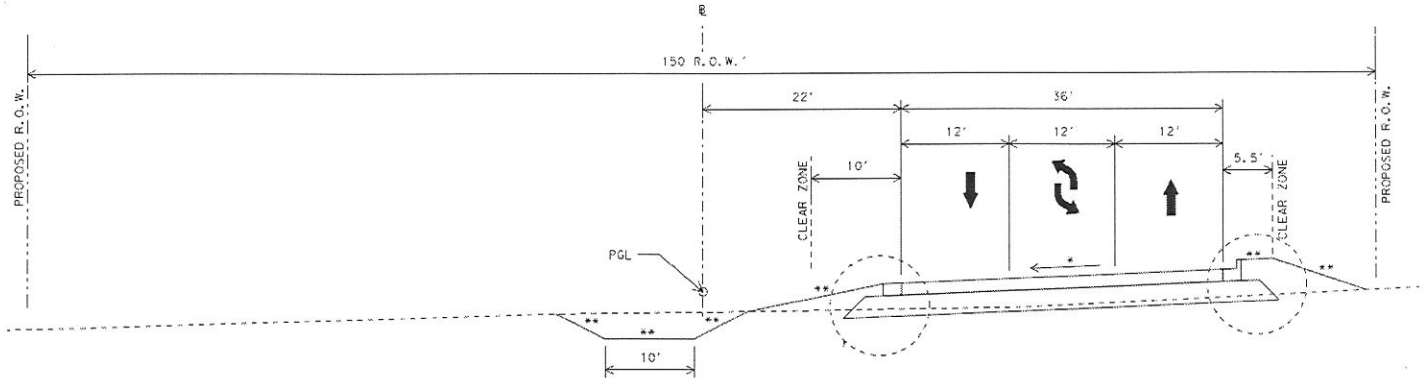
# EXHIBIT C




ULTIMATE 6-LANE TYPICAL SECTION




INTERIM 3-LANE TYPICAL SECTION

# EXHIBIT D

**County:** Williamson
**Parcel No.:** 2
**Highway:** Seward Junction Southwest
**Limits:** From: S.H. 29
To: C.R. 263

## DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 9.802 ACRE (426,977 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.15 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO PHILIP HOGAN AND WIFE, GINA RAE HOGAN, RECORDED IN DOCUMENT NO. 2000007280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 9.802 ACRE (426,977 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 96.19 feet right of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.) 150+29.80, on the north line of said remainder of a called 117.15 acre tract, same being the south line of Lot 2, Block A, Capitol Aggregates, Ltd. Subdivision, a subdivision of record in Document No. 2008080708, O.P.R.W.C.TX., described as a called 171.664 acre tract of land in deed to Oldcastle Materials Texas Production Assets Company, LLC, and recorded in Document No. 2014042997, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears S 20°17'17" E, a distance of 13.64 feet;

**THENCE** N 69°16'09" E, with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, a distance of 21.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 150+32.58, on the proposed southwest right-of-way line of Seward Junction Southwest, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10206858.00, E:3068048.00) and the northwest corner of the parcel described herein;

1) **THENCE** N 69°16'09" E, departing the proposed southwest right-of-way line of said Seward Junction Southwest, continuing with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, passing at a distance of 75.83 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 150+43.35 on the proposed northeast right-of-way line of said Seward Junction Southwest, and continuing with said proposed northeast right-of-way line for a total distance of 151.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 150+55.89, said point being the beginning of a curve to the left, for the most northerly northeast corner of the parcel described herein,

**THENCE** departing the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, with the proposed northeast right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following five (5) courses and distances numbered 2-6:

2) With said curve to the left, an arc distance of 855.82 feet, through a central angle of 53°00'38", having a radius of 925.00 feet, and a chord that bears S 56°44'16" E, a distance of 825.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 159+81.10,

3) S 83°14'35" E, a distance of 693.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 166+74.70, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc distance of 449.48 feet, through a central angle of 27°50'28", having a radius of 925.00 feet, and a chord that bears N 82°50'11" E, a distance of 445.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 171+60.61,

5) N 68°54'57" E, a distance of 220.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 173+81.55, and

6) N 23°54'57" E, a distance of 35.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.02 feet left of SJS E.C.S. 174+06.57, on the existing west right-of-way line of U.S. Highway 183 (US 183), a variable width right-of-way, as conveyed to the State of Texas and recorded in Document No. 2010036026, O.P.R.W.C.TX., same being the east line of said remainder of a called 117.15 acre tract, for the most easterly northeast corner of the parcel described herein;

7) **THENCE** S 21°02'37" E, departing the proposed northeast right-of-way line of said Seward Junction Southwest, with the existing west right-of-way line of said US 183 and the east line of said remainder of a called 117.15 acre tract, a distance of 211.99 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.97 feet right of SJS E.C.S. 174+06.42, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the most easterly southeast corner of the parcel described herein;

**THENCE** departing the existing west right-of-way line of said US 183, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following twelve (12) courses and distances numbered 8-19:

8) N 66°05'03" W, a distance of 35.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 173+81.45,

9) S 68°54'57" W, a distance of 220.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 171+60.61,

10) N 21°05'03" W, a distance of 12.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 171+60.61, said point being the beginning of a curve to the right,

11) With said curve to the right, an arc distance of 522.36 feet, through a central angle of 27°50'28", having a radius of 1,075.00 feet, and a chord that bears S 82°50'11" W, a distance of 517.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 166+74.70,

12) N 83°14'35" W, a distance of 223.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 164+50.81,

13) S 51°45'25" W, a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 164+25.81,

14) S 06°45'25" W, a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 164+25.81, said point being the beginning of a curve to the right,

15) With said curve to the right, an arc distance of 206.90 feet, through a central angle of 15°06'06", having a radius of 785.00 feet, and a chord that bears S 14°18'28" W, a distance of 206.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 383.56 feet right of SJS E.C.S. 163+98.70,

16) S 20°48'42" E, a distance of 29.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 409.32 feet right of SJS E.C.S. 164+12.15,

17) S 64°12'42" E, a distance of 7.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.80 feet right of SJS E.C.S. 164+19.34, said point being the beginning of a curve to the right,

18) With said curve to the right, an arc distance of 175.30 feet, through a central angle of 42°44'22", having a radius of 235.00 feet, and a chord that bears S 42°50'31" E, a distance of 171.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 522.80 feet right of SJS E.C.S. 165+49.76, and

19) S 21°28'20" E, a distance of 16.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 537.18 feet right of SJS E.C.S. 165+57.48, on the existing north right-of-way line of County Road 263, a variable width right-of-way, no record information found, same being the south line of said remainder of a called 117.15 acre tract, for the most southerly southeast corner of the parcel described herein;

20) **THENCE** S 68°41'04" W, departing the proposed southwest right-of-way line of said Seward Junction Southwest, with the existing north right-of-way line of said County Road 263 and the south line of said remainder of a called 117.15 acre tract, a distance of 123.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 595.30 feet right of SJS E.C.S. 164+48.52, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the southwest corner of the parcel described herein, from which a 1/2-inch iron rod found on the existing north right-of-way line of said County Road 263 for the southwest corner of said remainder of a called 117.15 acre tract bears S 68°41'04" W, a distance of 1,006.50 feet to a calculated point, and S 69°02'59" W, a distance of 813.62 feet;

**THENCE** departing the existing north right-of-way line of said County Road 263, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following thirteen (13) courses and distances numbered 21-33:

21) N 21°18'56" W, a distance of 7.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 588.74 feet right of SJS E.C.S. 164+45.02,

22) N 60°03'31" E, a distance of 32.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 569.19 feet right of SJS E.C.S. 164+71.25, said point being the beginning of a curve to the left,

23) With said curve to the left, an arc distance of 53.72 feet, through a central angle of 93°16'34", having a radius of 33.00 feet, and a chord that bears N 13°25'14" E, a distance of 47.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 521.53 feet right of SJS E.C.S. 164+76.82, said point being the beginning of a curve to the left,

24) With said curve to the left, an arc distance of 94.67 feet, through a central angle of 30°59'39", having a radius of 175.00 feet, and a chord that bears N 48°42'53" W, a distance of 93.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 468.52 feet right of SJS E.C.S. 163+99.77,

25) N 64°12'42" W, a distance of 7.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 466.14 feet right of SJS E.C.S. 163+92.86,

26) S 72°06'31" W, a distance of 28.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 478.20 feet right of SJS E.C.S. 163+66.57, said point being the beginning of a curve to the right,

27) With said curve to the right, an arc distance of 119.49 feet, through a central angle of 08°43'16", having a radius of 785.00 feet, and a chord that bears S 33°31'09" W, a distance of 119.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 584.78 feet right of SJS E.C.S. 163+12.82,

28) N 20°05'08" W, a distance of 146.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 453.66 feet right of SJS E.C.S. 162+46.46, said point being the beginning of a curve to the left,

29) With said curve to the left, having an arc distance of 283.09 feet, through a central angle of 24°23'26", having a radius of 665.00 feet, and a chord that bears N 18°57'09" E, a distance of 280.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 163+05.81,

30) N 06°45'25" E, a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 163+05.81,

31) N 38°14'35" W, a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 162+80.81,

32) N 83°14'35" W, a distance of 299.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 159+81.10, said point being the beginning of a curve to the right, and

33) With said curve to the right, an arc distance of 1,019.66 feet, through a central angle of 54°20'46", having a radius of 1,075.00 feet, and a chord that bears N 56°04'11" W, a distance of 981.86 feet to the **POINT OF BEGINNING**, and containing 9.802 acres (426,977 sq. ft.) of land, more or less.

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

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

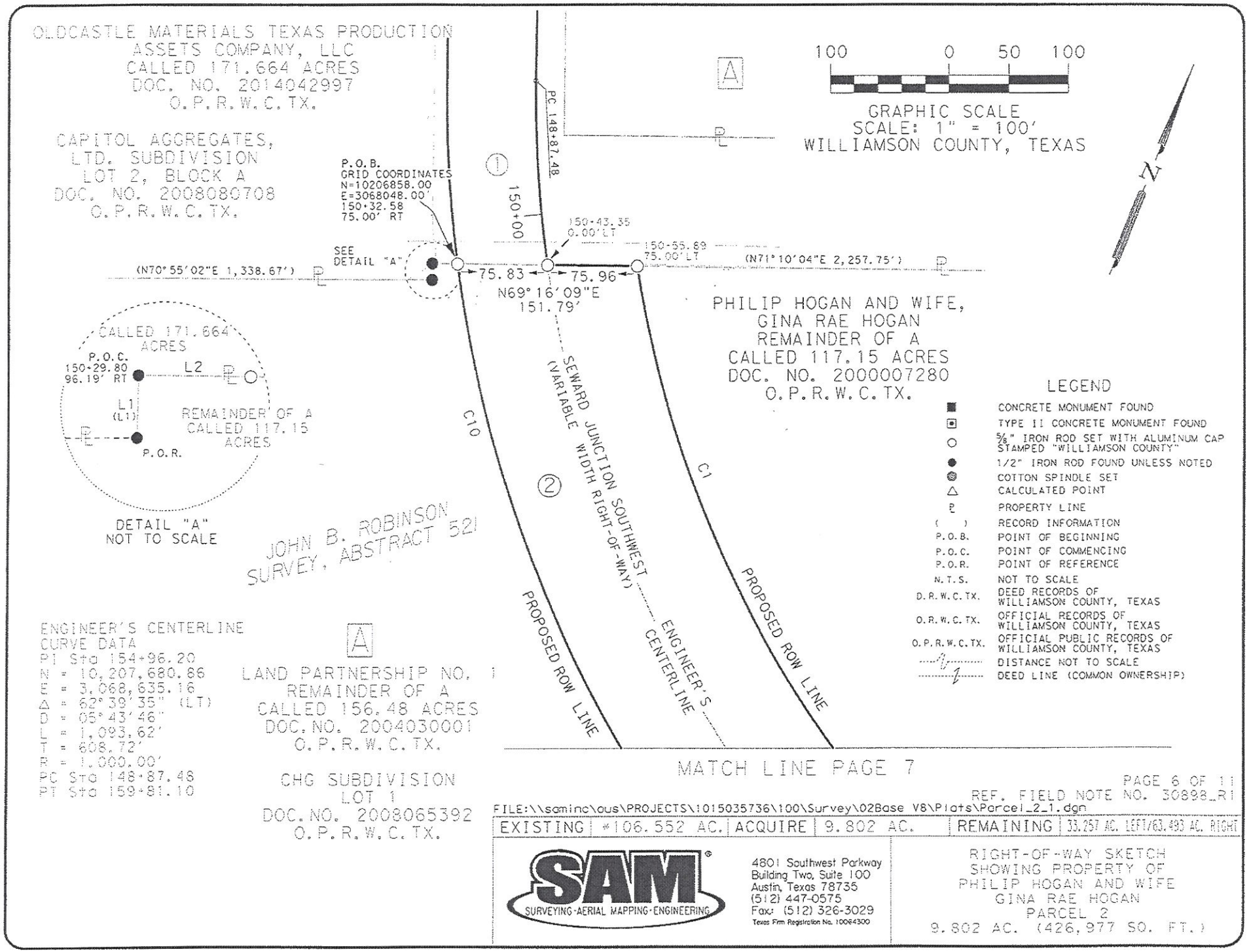
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of September, 2016.

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





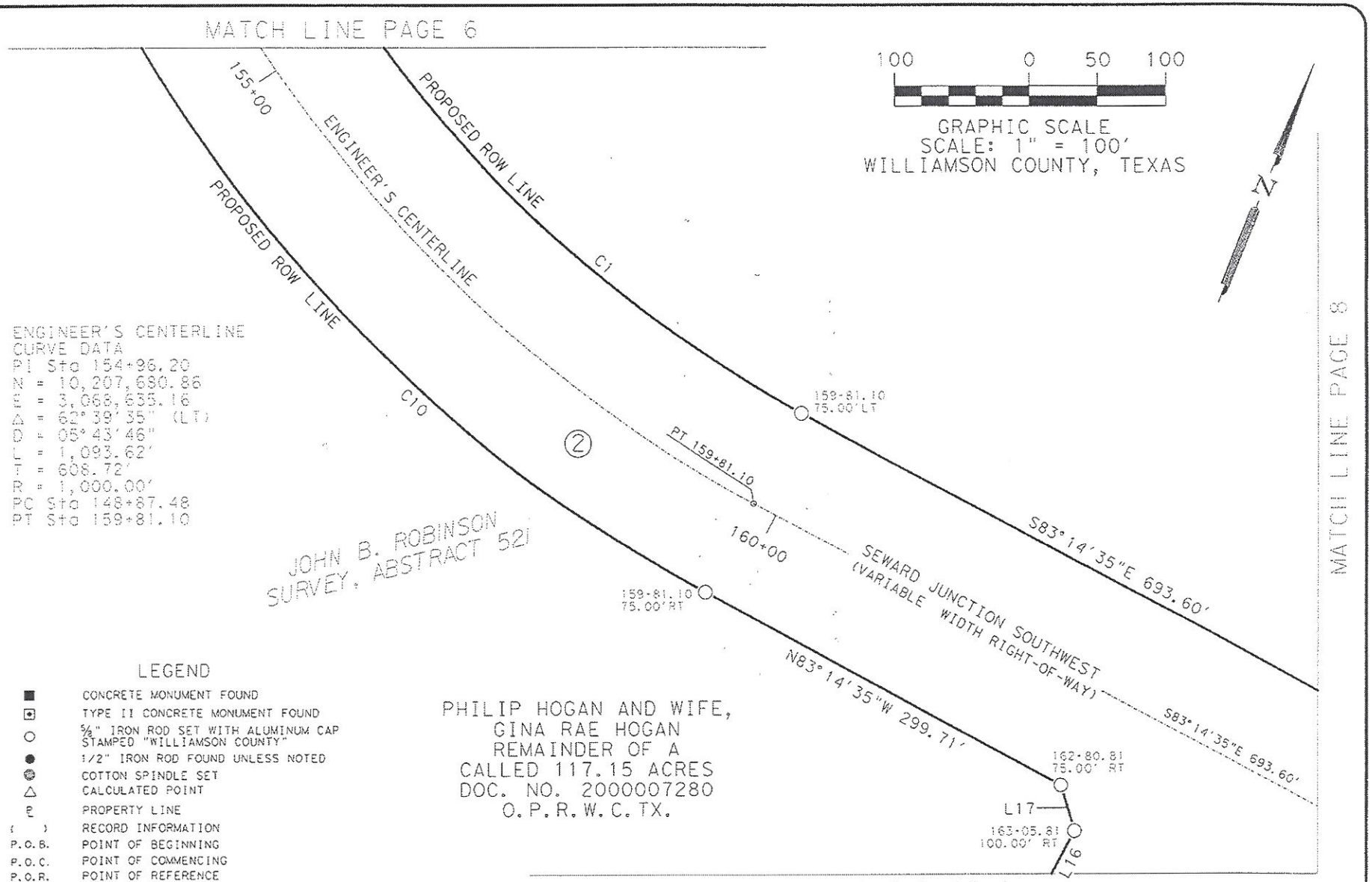

REF. FIELD NOTE NO. 30898_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_1.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 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
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)




ENGINEER'S CENTERLINE
CURVE DATA
PI Sta 154+96.20
N = 10,207,690.86
E = 3,068,635.16'
Δ = 62°39'35" (LT)
D = 05°43'46"
L = 1,093.62'
T = 608.72'
R = 1,000.00'
PC Sta 148+87.48
PT Sta 159+81.10

## LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ⊡ | TYPE II CONCRETE MONUMENT FOUND |
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ◎ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| 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) |



REF. FIELD NOTE NO. 30898_R1

FILE:\\samino\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_2.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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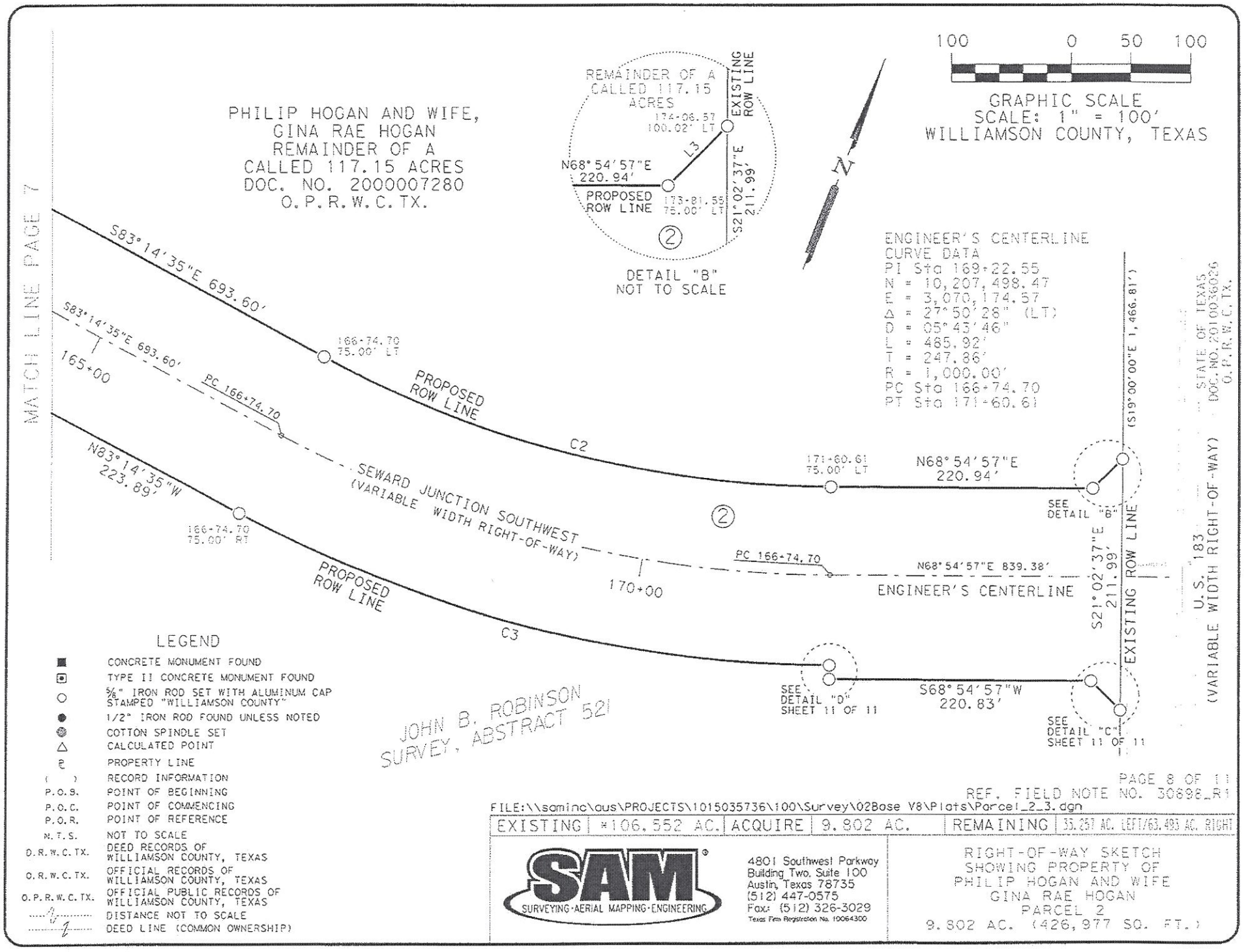


## LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ⊡ | TYPE II CONCRETE MONUMENT FOUND |
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⊛ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
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| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
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| O.P.R.W.C.TX. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ----- | DISTANCE NOT TO SCALE |
| ----- | DEED LINE (COMMON OWNERSHIP) |



REF. FIELD NOTE NO. 30698_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_3.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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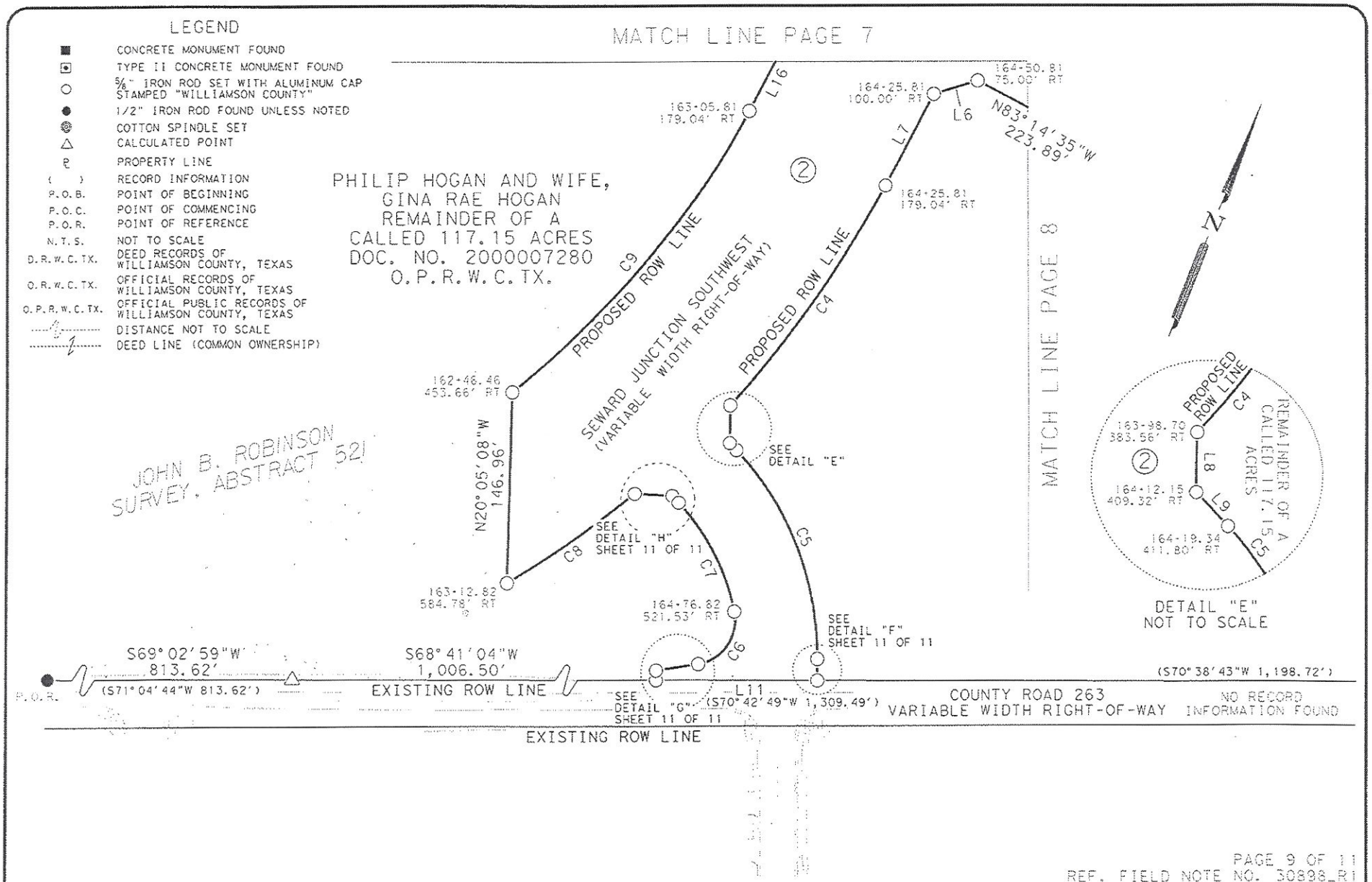
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)




PAGE 9 OF 11
REF. FIELD NOTE NO. 30898_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plots\Parcel_2_4.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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Texas Frm Registration No. 10064300

RIGHT-OF-WAY SKETCH
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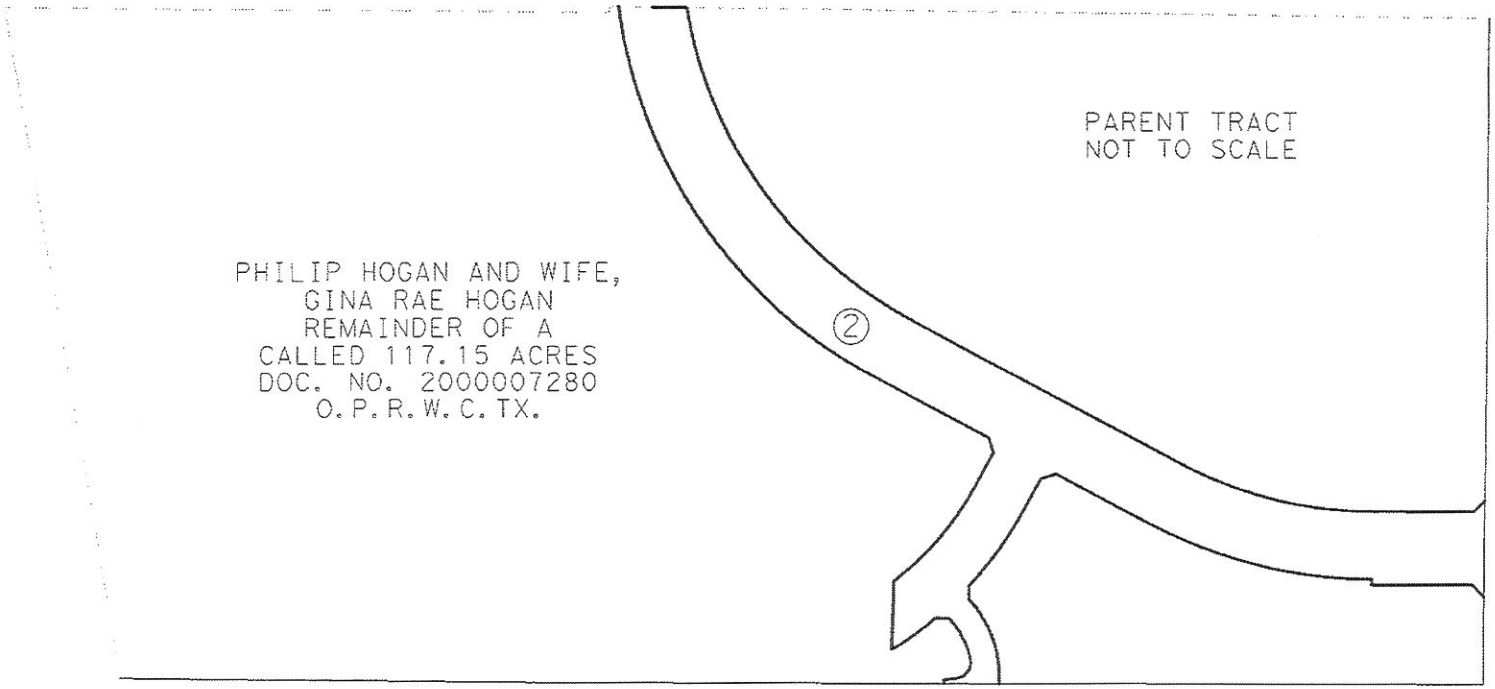
9.802 AC. (426,977 SQ. FT.)



REF. FIELD NOTE NO. 30896_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_4.dgn

| EXISTING | *106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)

## LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
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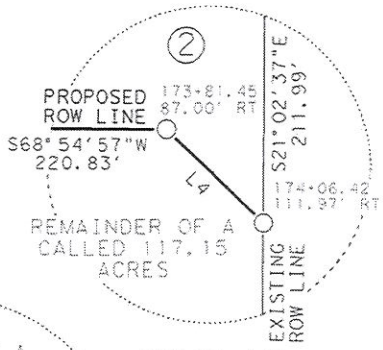
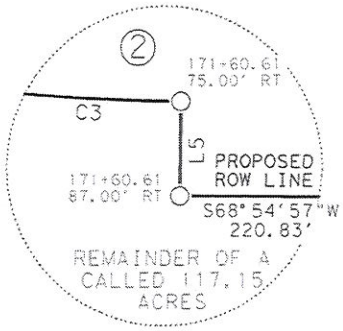
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ◎ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.TX. | DEED RECORDS OF WILLIAMSON 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) |

## CURVE TABLE

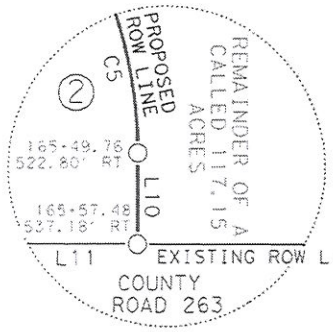
| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 53°00'38" | 925.00' | 855.82' | 825.62' | S56°44'16"E |
| C2 | 27°50'28" | 925.00' | 449.48' | 445.07' | N82°50'11"E |
| C3 | 27°50'28" | 1,075.00' | 522.36' | 517.24' | S82°50'11"W |
| C4 | 15°06'06" | 785.00' | 206.90' | 206.30' | S14°18'28"W |
| C5 | 42°44'22" | 235.00' | 175.30' | 171.26' | S42°50'31"E |
| C6 | 93°16'34" | 33.00' | 53.72' | 47.98' | N13°25'14"E |
| C7 | 30°59'39" | 175.00' | 94.67' | 93.52' | N48°42'53"W |
| C8 | 08°43'16" | 785.00' | 119.49' | 119.37' | S33°31'09"W |
| C9 | 24°23'26" | 665.00' | 283.09' | 280.96' | N18°57'09"E |
| C10 | 54°20'46" | 1,075.00' | 1,019.66' | 981.86' | N56°04'11"W |




DETAIL "C"
NOT TO SCALE




DETAIL "D"
NOT TO SCALE




DETAIL "F"
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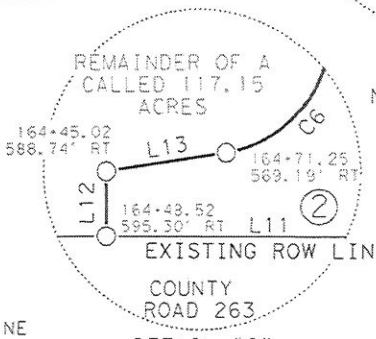
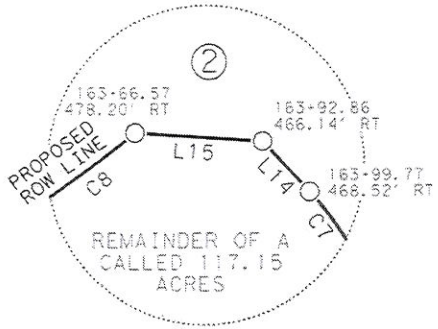



DETAIL "G"
NOT TO SCALE

## LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | S20°17'17"E | 13.64' |
| (L1) | (N18°29'08"W) | (13.61') |
| L2 | N69°16'09"E | 21.40' |
| L3 | N23°54'57"E | 35.38' |
| L4 | N66°05'03"W | 35.32' |
| L5 | N21°05'03"W | 12.00' |
| L6 | S51°45'25"W | 35.36' |
| L7 | S06°45'25"W | 79.04' |
| L8 | S20°48'42"E | 29.06' |
| L9 | S64°12'42"E | 7.60' |
| L10 | S21°28'20"E | 16.33' |
| L11 | S68°41'04"W | 123.49' |
| L12 | N21°18'56"W | 7.44' |
| L13 | N60°03'31"E | 32.71' |
| L14 | N64°12'42"W | 7.31' |
| L15 | S72°06'31"W | 28.93' |
| L16 | N06°45'25"E | 79.04' |
| L17 | N38°14'35"W | 35.36' |




DETAIL "H"
NOT TO SCALE

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. SEWARD JUNCTION SOUTHWEST ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE & ASSOCIATES, INC. SCHEMATIC RECEIVED BY SAM, LLC IN JUNE, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* 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

9/15/16
DATE



REF. FIELD NOTE NO. 30898_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_4.dgn

| EXISTING | *106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)

**DONATION SPECIAL WARRANTY DEED**

THE STATE OF TEXAS &
&
COUNTY OF WILLIAMSON &

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

WHEREAS, Williamson County, Texas is authorized to purchase and receive land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Southwest Seward Junction Bypass (the "Project"); and,

WHEREAS, the purchase and/or receipt of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project; and

WHEREAS, the undersigned Grantor desires to donate the hereinafter described Property to Williamson County, Texas as a charitable contribution under applicable federal income tax statutes and regulations for use as a dedicated public street and for public utilities; and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That HoganWyatt, LP, a Texas limited partnership, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Granted, Donated, Dedicated and Conveyed and by these presents do Grant, Donate, Dedicate 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, for use as a dedicated public street and for public utilities, being more particularly described as follows (the "Property"):

> That certain tract of land containing approximately 9.802 acres, more or less, situated in John B. Robinson Survey, Abstract 521, Williamson county, Texas which is more fully described on Exhibit "A"and Exhibit "D" attached hereto and incorporated herein by reference.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

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

The following restrictive covenants (the "Restrictions") are hereby imposed on the Property, will run with the land comprising the Property, and will be binding upon Grantee and its successors and assigns and benefit and be enforceable by Grantor and all future owners of the Grantor's remaining property, being the remainder of the approximate 106 acre tract of land identified in Exhibit "D" attached hereto and incorporated herein by reference (the "Remainder Property"): (1) the Property may be used, improved and maintained solely for public right of way purposes and for the construction, maintenance, improvement and usage of roadway facilities, utility facilities, drainage facilities and the facilities Grantee is allowed to install and maintain pursuant to the reservations set out in this deed; (2) Pedestrian access, vehicular access, and driveway locations and spacing along the Loop Road to be dictated by current criteria set forth by the governing agency at the time of development review and/or platting.

If Grantee breaches any of the Restriction or takes any action which is inconsistent with the rights reserved to Grantor pursuant to the Restrictions, then, in addition to any other rights which Grantor may have, at law or in equity, Grantor and all future owners of the Remainder Property (collectively, the "Owners") will have the equitable remedies of mandamus and specific performance, it being acknowledged that the performance of the Restrictions constitutes a portion of the consideration for the conveyance of the Property and that a failure by Grantee in the performance of its obligations under the Restrictions could not be adequately compensated in money damages alone. Therefore, the Owners will have the express right to obtain a writ of mandamus against Grantee requiring Grantee to perform its obligations under the Restrictions. Further, if the Owners (or any one or more of them) institute legal proceedings as a result of Grantee's failure to comply with the Restrictions, the prevailing party in the proceedings will be entitled to recover its reasonable and necessary attorney's fees.

For purposes of this deed, the term "Reverted Property" means and includes all of the Property should Grantee fail to receive a bid for construction of the first phase of the road improvements in the dedicated right of way known as the Southwest Seward Junction Bypass within thirty-six (36) months from the date of this agreement. If all or any portion of the Property becomes Reverted Property pursuant to the provisions set out in the foregoing sentence, then such Reverted Property will, at the option and election of the Owners, revert to and vest in the Owners and the Owners will

be entitled to take immediate possession of the Reverted Property and record in the Official Public Records of Williamson County, Texas, an instrument confirming that title to the Reverted Property has reverted to the Owners. Until and unless such instrument is so recorded, the Owners will be deemed not to have elected to exercise their right of reverted hereunder. After recordation of the required instrument in the Official Public Records of Williamson County, Texas, the Owners will have title to the Reverted Property and the right to re-take possession of the Reverted Property free and clear of any claims whatsoever of Grantee, its successors and assigns, without the need of any court action. Grantee agrees, upon demand, to execute acknowledge and deliver to Owners any and all instruments requested by Owners to confirm or evidence the reversion of the Reverted Property to Owners; provided, however, that Grantee will have 30 days to notify Owners if Grantee contests Owners' rights to exercise the right of reverter. If Grantee fails to contest Owners' rights and fails to execute, acknowledge and deliver any such instruments within 30 days following written demand by the Owners, then the Owners will have the right, in addition to any other remedies they may have to execute, acknowledge and deliver such requested instruments as Grantee's agent and attorney in fact, and Grantee hereby irrevocably names, constitutes and appoints the Owners as Grantee's proper and legal agents and attorneys-in-fact for such purpose. The power of attorney granted hereunder is and will be coupled with an interest. The foregoing notwithstanding, the Owner's title to the Reverted Property in the event of reversion will be subject to easements for any utilities previously constructed within the Reverted Property.

Grantor reserves all of the oil, gas, sulfur and other minerals, in and under the land herein conveyed but waives all right 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 and water 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 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 roadways, dams and other infrastructure improvements, but shall not be used or exported from the Property for any other purpose.

Grantee agrees to pay all agricultural roll-back taxes on the Property, if any.

Grantor donates the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by Grantor. Grantee is receiving the Property based solely on their inspection and is not relying on any representations made by Grantor. No

representations of the use, fitness, size, quality or any other matters concerning the Property have been made by
Grantor to Grantee. Grantor warrants only title to the Property as set forth in this Deed.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and 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 of claim the same or any part thereof by, through, or under Grantor, but not otherwise.

INWITNESS WHEREOF, this instrument is executed on this 9th day of December 2016, 2016.

HoganWyatt, LP
A Texas limited partnership

By: LandGP, LLC, its General Partner

By: Philip Hogan
Philip Hogan, President

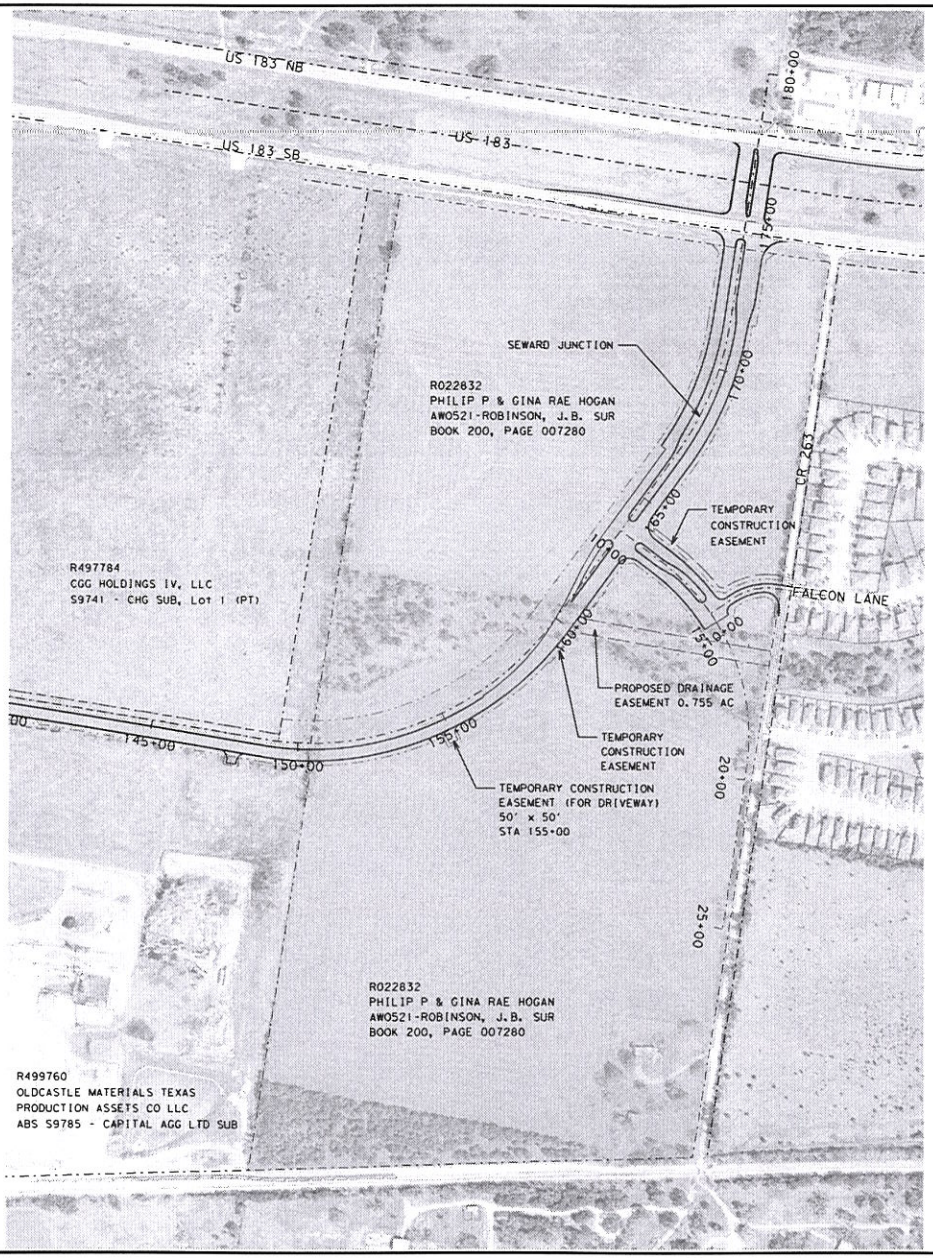
THE STATE OF TEXAS &
&
COUNTY OF WILLIAMSON &

This instrument was acknowledged before me on the 9th day of December, 2016, by Philip Hogan, the President of LandGP, LLC, a Texas limited liability company, the General Partner of HoganWyatt, LP, a Texas limited partnership, on behalf of said limited partnership.

Kathy Knapp Pierce
Notary Public in and for the State of Texas

KATHY KNAPP PIERCE
Notary Public, State of Texas
My Commission Expires
January 14, 2018

# EXHIBIT A




96.904 ACRES

9.802 ACRES

PROPOSED R.O.W.

PROPOSED EASEMENT

N

0 200 400

PRELIMINARY - SUBJECT TO CHANGE

| | |
|---|---|
| | WILLIAMSON COUNTY |
| EASEMENT EXHIBIT | |

K·FRIESE + ASSOCIATES
1120 S. Capital of Texas Highway
Cityview 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm Number 6330
www.kfriese.com

X:\Projects\1045-Williamson_County_Seward_Junction_SW\DGN\Exhibits\1090_ESMT_EXHIBIT-Hogan.dgn modified by dcruz on 8/17/2016 - 1:36:28 PM

# EXHIBIT D

**County:** Williamson
**Parcel No.:** 2
**Highway:** Seward Junction Southwest
**Limits:** From: S.H. 29
To: C.R. 263

## DESCRIPTION FOR PARCEL 2

DESCRIPTION OF A 9.802 ACRE (426,977 SQ. FT.) PARCEL OF LAND, LOCATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT 521, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 117.15 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO PHILIP HOGAN AND WIFE, GINA RAE HOGAN, RECORDED IN DOCUMENT NO. 2000007280 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.); SAID 9.802 ACRE (426,977 SQ. FT.) PARCEL, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod found 96.19 feet right of Seward Junction Southwest (SJS) Engineer's Centerline Station (E.C.S.) 150+29.80, on the north line of said remainder of a called 117.15 acre tract, same being the south line of Lot 2, Block A, Capitol Aggregates, Ltd. Subdivision, a subdivision of record in Document No. 2008080708, O.P.R.W.C.TX., described as a called 171.664 acre tract of land in deed to Oldcastle Materials Texas Production Assets Company, LLC, and recorded in Document No. 2014042997, O.P.R.W.C.TX., from which a 1/2-inch iron rod found bears S 20°17'17" E, a distance of 13.64 feet;

**THENCE** N 69°16'09" E, with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, a distance of 21.40 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 150+32.58, on the proposed southwest right-of-way line of Seward Junction Southwest, a variable width right-of-way, for the **POINT OF BEGINNING** (Grid Coordinates= N:10206858.00, E:3068048.00) and the northwest corner of the parcel described herein;

1) **THENCE** N 69°16'09" E, departing the proposed southwest right-of-way line of said Seward Junction Southwest, continuing with the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, passing at a distance of 75.83 feet a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 0.00 feet left of SJS E.C.S. 150+43.35 on the proposed northeast right-of-way line of said Seward Junction Southwest, and continuing with said proposed northeast right-of-way line for a total distance of 151.79 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 150+55.89, said point being the beginning of a curve to the left, for the most northerly northeast corner of the parcel described herein,

**THENCE** departing the common line of said remainder of a called 117.15 acre tract and said 171.664 acre tract, with the proposed northeast right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following five (5) courses and distances numbered 2-6:

2) With said curve to the left, an arc distance of 855.82 feet, through a central angle of 53°00'38", having a radius of 925.00 feet, and a chord that bears S 56°44'16" E, a distance of 825.62 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 159+81.10,

3) S 83°14'35" E, a distance of 693.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 166+74.70, said point being the beginning of a curve to the left,

4) With said curve to the left, an arc distance of 449.48 feet, through a central angle of 27°50'28", having a radius of 925.00 feet, and a chord that bears N 82°50'11" E, a distance of 445.07 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 171+60.61,

5) N 68°54'57" E, a distance of 220.94 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet left of SJS E.C.S. 173+81.55, and

6) N 23°54'57" E, a distance of 35.38 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.02 feet left of SJS E.C.S. 174+06.57, on the existing west right-of-way line of U.S. Highway 183 (US 183), a variable width right-of-way, as conveyed to the State of Texas and recorded in Document No. 2010036026, O.P.R.W.C.TX., same being the east line of said remainder of a called 117.15 acre tract, for the most easterly northeast corner of the parcel described herein;

7) **THENCE** S 21°02'37" E, departing the proposed northeast right-of-way line of said Seward Junction Southwest, with the existing west right-of-way line of said US 183 and the east line of said remainder of a called 117.15 acre tract, a distance of 211.99 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.97 feet right of SJS E.C.S. 174+06.42, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the most easterly southeast corner of the parcel described herein;

**THENCE** departing the existing west right-of-way line of said US 183, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following twelve (12) courses and distances numbered 8-19:

8) N 66°05'03" W, a distance of 35.32 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 173+81.45,

9) S 68°54'57" W, a distance of 220.83 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 87.00 feet right of SJS E.C.S. 171+60.61,

10) N 21°05'03" W, a distance of 12.00 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 171+60.61, said point being the beginning of a curve to the right,

11) With said curve to the right, an arc distance of 522.36 feet, through a central angle of 27°50'28", having a radius of 1,075.00 feet, and a chord that bears S 82°50'11" W, a distance of 517.24 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 166+74.70,

12) N 83°14'35" W, a distance of 223.89 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 164+50.81,

13) S 51°45'25" W, a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 164+25.81,

14) S 06°45'25" W, a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 164+25.81, said point being the beginning of a curve to the right,

15) With said curve to the right, an arc distance of 206.90 feet, through a central angle of 15°06'06", having a radius of 785.00 feet, and a chord that bears S 14°18'28" W, a distance of 206.30 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 383.56 feet right of SJS E.C.S. 163+98.70,

16) S 20°48'42" E, a distance of 29.06 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 409.32 feet right of SJS E.C.S. 164+12.15,

17) S 64°12'42" E, a distance of 7.60 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 411.80 feet right of SJS E.C.S. 164+19.34, said point being the beginning of a curve to the right,

18) With said curve to the right, an arc distance of 175.30 feet, through a central angle of 42°44'22", having a radius of 235.00 feet, and a chord that bears S 42°50'31" E, a distance of 171.26 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 522.80 feet right of SJS E.C.S. 165+49.76, and

19) S 21°28'20" E, a distance of 16.33 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 537.18 feet right of SJS E.C.S. 165+57.48, on the existing north right-of-way line of County Road 263, a variable width right-of-way, no record information found, same being the south line of said remainder of a called 117.15 acre tract, for the most southerly southeast corner of the parcel described herein;

20) **THENCE** S 68°41'04" W, departing the proposed southwest right-of-way line of said Seward Junction Southwest, with the existing north right-of-way line of said County Road 263 and the south line of said remainder of a called 117.15 acre tract, a distance of 123.49 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 595.30 feet right of SJS E.C.S. 164+48.52, on the proposed southwest right-of-way line of said Seward Junction Southwest, for the southwest corner of the parcel described herein, from which a 1/2-inch iron rod found on the existing north right-of-way line of said County Road 263 for the southwest corner of said remainder of a called 117.15 acre tract bears S 68°41'04" W, a distance of 1,006.50 feet to a calculated point, and S 69°02'59" W, a distance of 813.62 feet;

**THENCE** departing the existing north right-of-way line of said County Road 263, with the proposed southwest right-of-way line of said Seward Junction Southwest, over and across said remainder of a called 117.15 acre tract, the following thirteen (13) courses and distances numbered 21-33:

21) N 21°18'56" W, a distance of 7.44 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 588.74 feet right of SJS E.C.S. 164+45.02,

22) N 60°03'31" E, a distance of 32.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 569.19 feet right of SJS E.C.S. 164+71.25, said point being the beginning of a curve to the left,

23) With said curve to the left, an arc distance of 53.72 feet, through a central angle of 93°16'34", having a radius of 33.00 feet, and a chord that bears N 13°25'14" E, a distance of 47.98 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 521.53 feet right of SJS E.C.S. 164+76.82, said point being the beginning of a curve to the left,

24) With said curve to the left, an arc distance of 94.67 feet, through a central angle of 30°59'39", having a radius of 175.00 feet, and a chord that bears N 48°42'53" W, a distance of 93.52 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 468.52 feet right of SJS E.C.S. 163+99.77,

25) N 64°12'42" W, a distance of 7.31 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 466.14 feet right of SJS E.C.S. 163+92.86,

26) S 72°06'31" W, a distance of 28.93 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 478.20 feet right of SJS E.C.S. 163+66.57, said point being the beginning of a curve to the right,

27) With said curve to the right, an arc distance of 119.49 feet, through a central angle of 08°43'16", having a radius of 785.00 feet, and a chord that bears S 33°31'09" W, a distance of 119.37 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 584.78 feet right of SJS E.C.S. 163+12.82,

28) N 20°05'08" W, a distance of 146.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 453.66 feet right of SJS E.C.S. 162+46.46, said point being the beginning of a curve to the left,

29) With said curve to the left, having an arc distance of 283.09 feet, through a central angle of 24°23'26", having a radius of 665.00 feet, and a chord that bears N 18°57'09" E, a distance of 280.96 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 179.04 feet right of SJS E.C.S. 163+05.81,

30) N 06°45'25" E, a distance of 79.04 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of SJS E.C.S. 163+05.81,

31) N 38°14'35" W, a distance of 35.36 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 162+80.81,

32) N 83°14'35" W, a distance of 299.71 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 75.00 feet right of SJS E.C.S. 159+81.10, said point being the beginning of a curve to the right, and

33) With said curve to the right, an arc distance of 1,019.66 feet, through a central angle of 54°20'46", having a radius of 1,075.00 feet, and a chord that bears N 56°04'11" W, a distance of 981.86 feet to the **POINT OF BEGINNING**, and containing 9.802 acres (426,977 sq. ft.) of land, more or less.

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

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

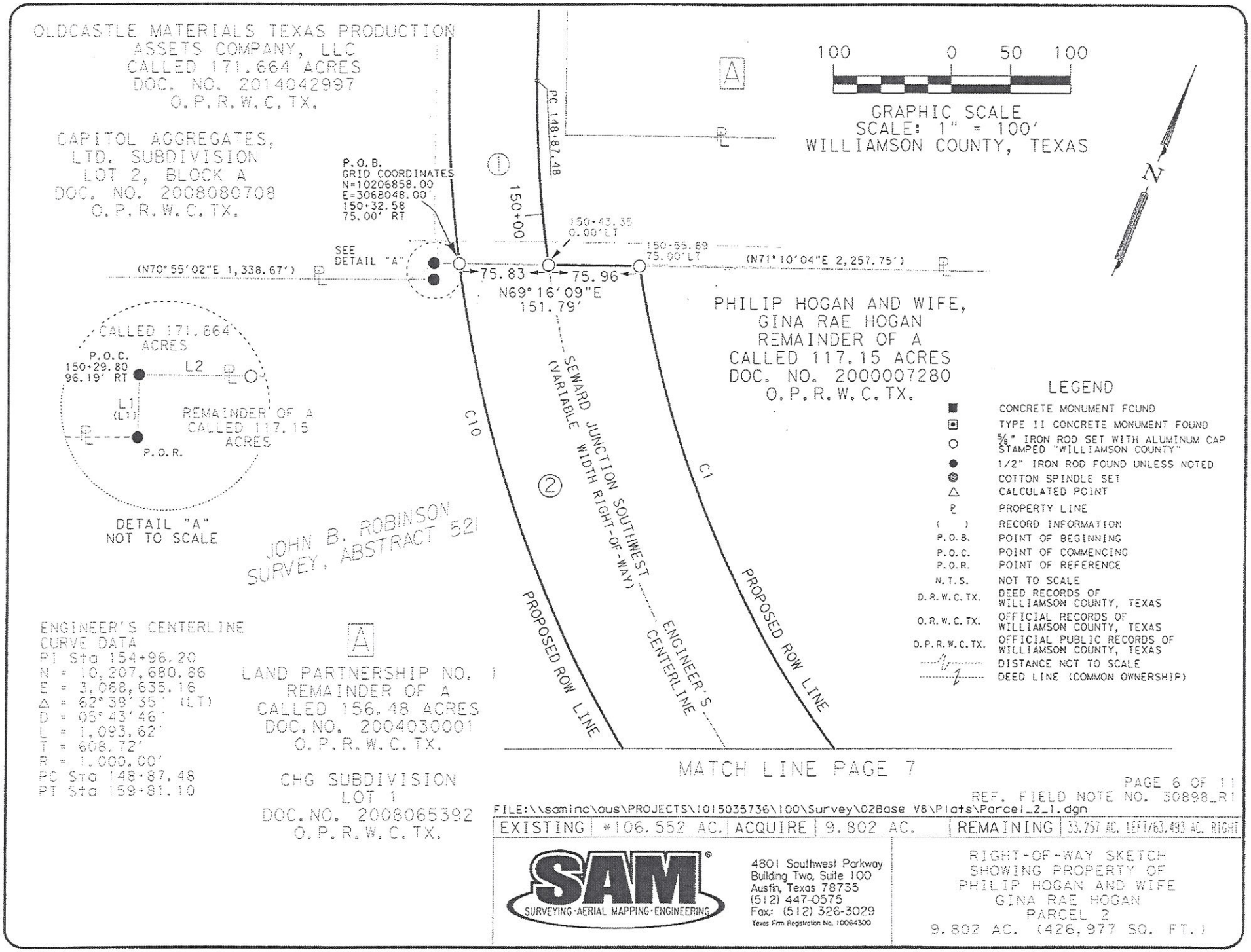
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

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

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 15th day of September, 2016.

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






REF. FIELD NOTE NO. 30898_R1

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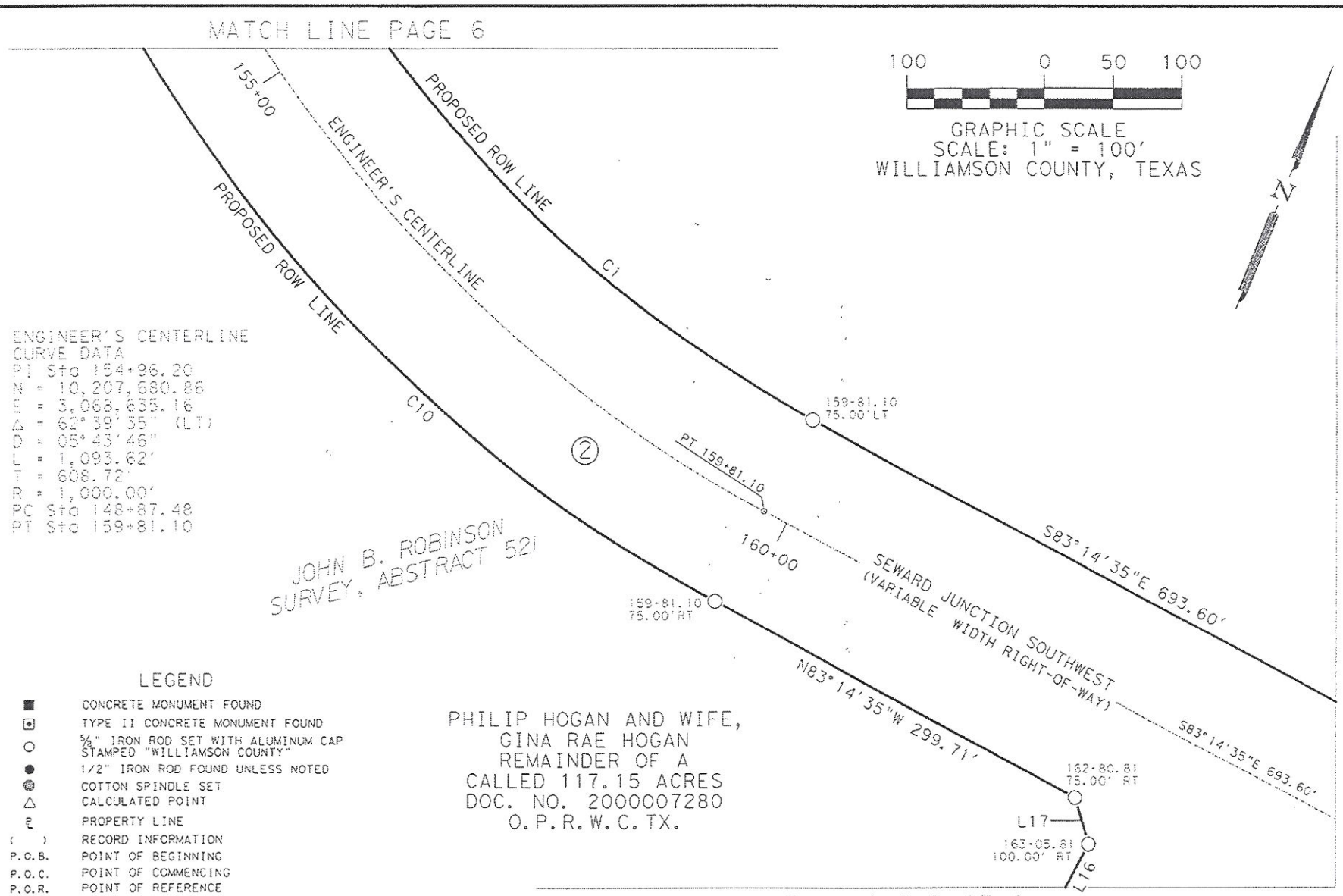
| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)




LEGEND

| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ⊡ | TYPE II CONCRETE MONUMENT FOUND |
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ◎ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| 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) |

PHILIP HOGAN AND WIFE,
GINA RAE HOGAN
REMAINDER OF A
CALLED 117.15 ACRES
DOC. NO. 2000007280
O.P.R.W.C.TX.



REF. FIELD NOTE NO. 30898_R1

FILE:\\samine\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_2.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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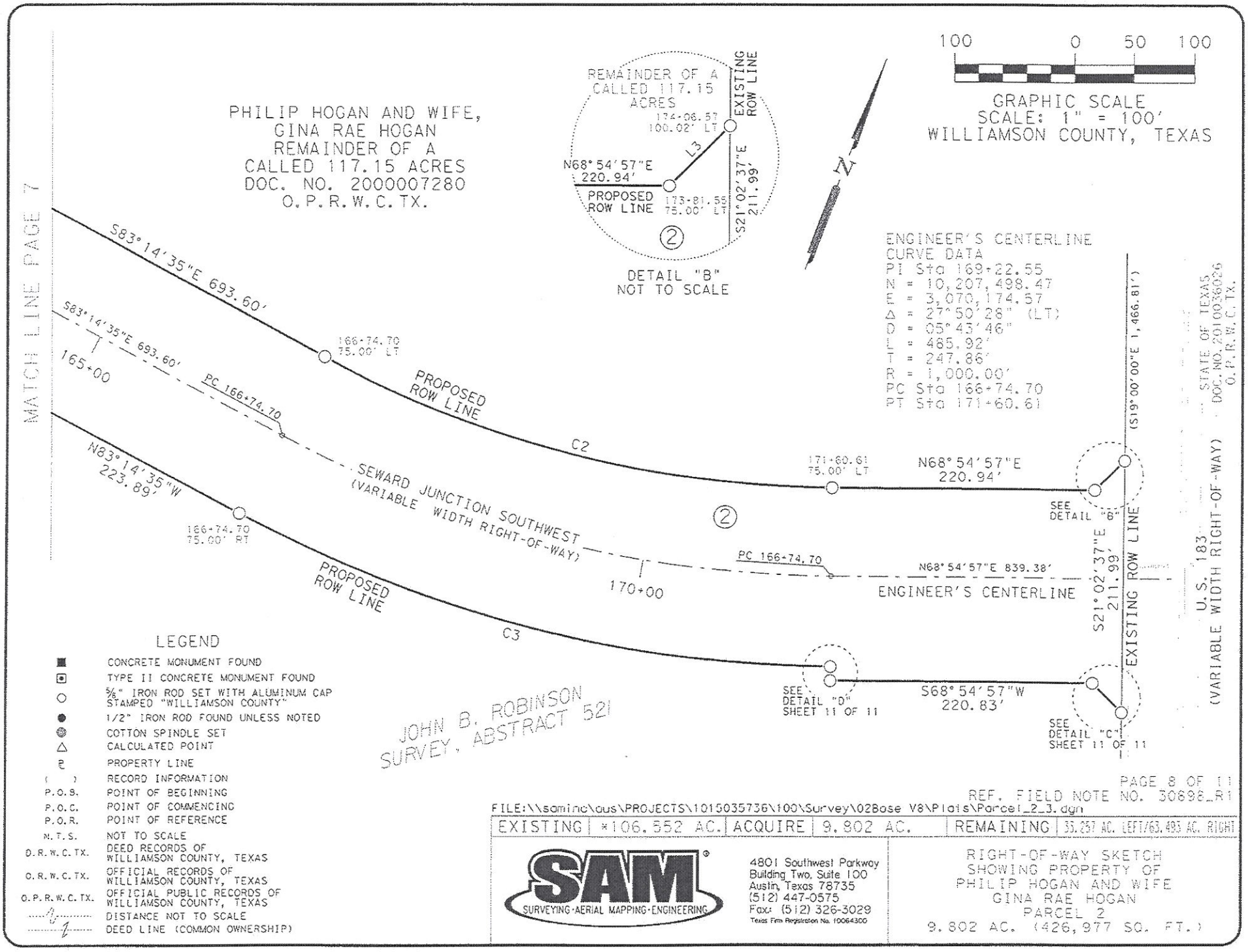
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)




LEGEND

| | |
|---|---|
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| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| 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) |



REF. FIELD NOTE NO. 30698_R1

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| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. (LEFT/63.493 AC. RIGHT) |
|---|---|---|---|---|---|

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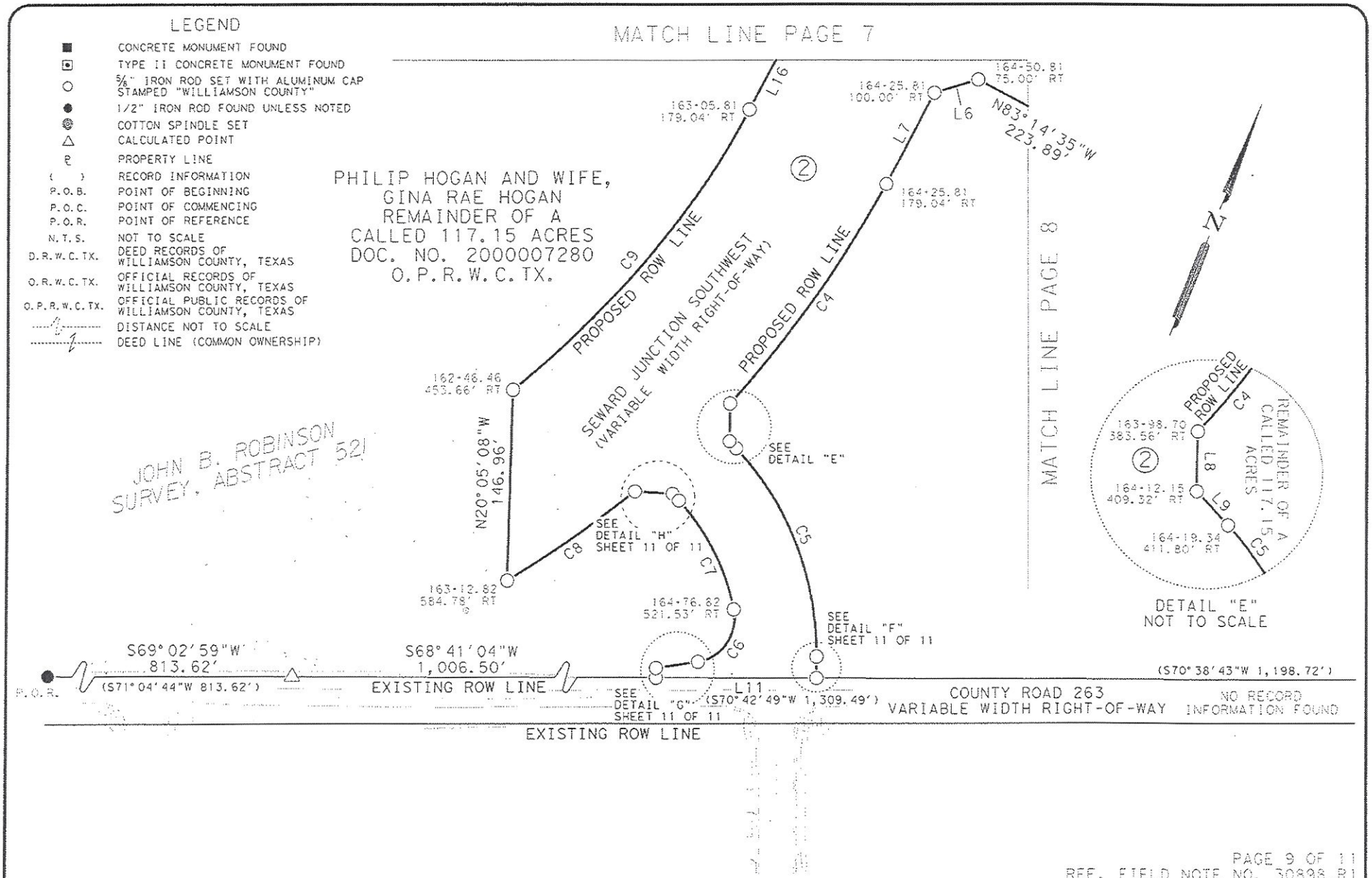
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

RIGHT-OF-WAY SKETCH
SHOWING PROPERTY OF
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)





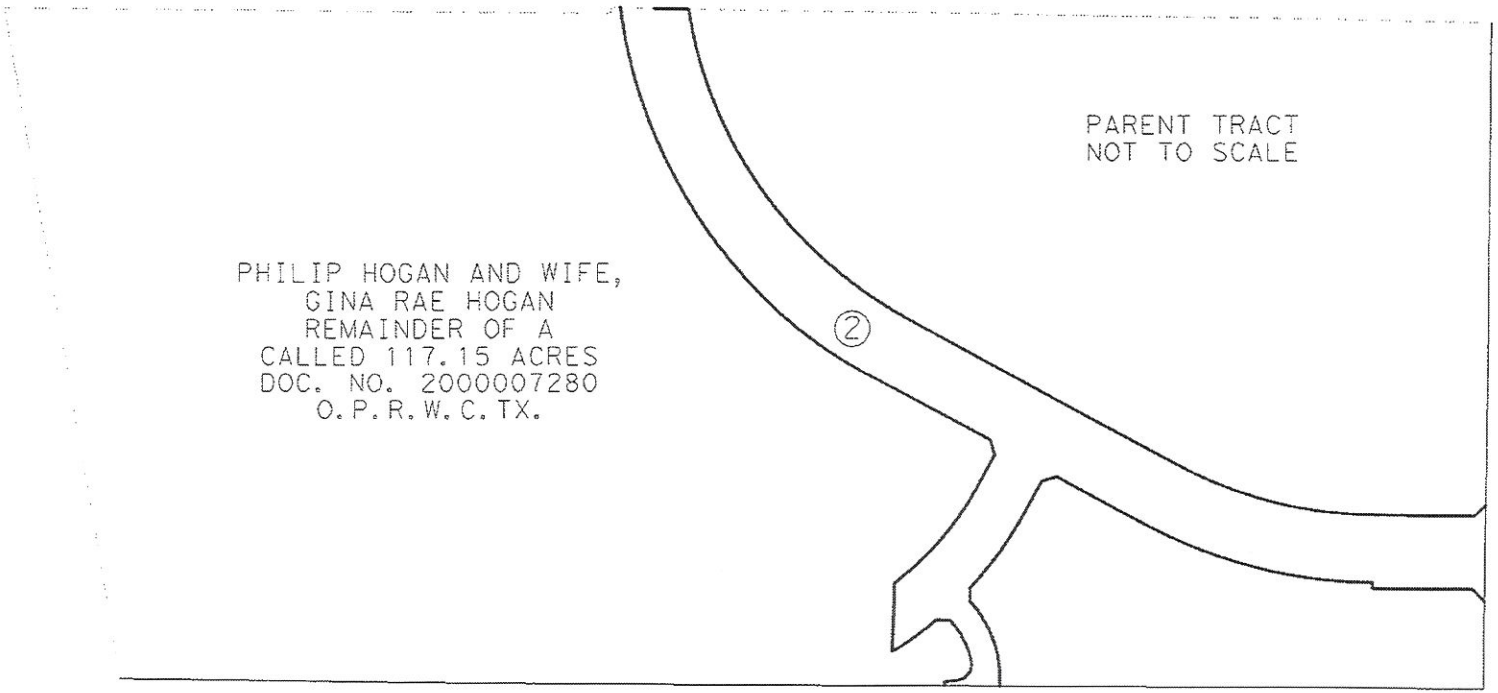

REF. FIELD NOTE NO. 30898_R1

FILE:\\saminc\aus\PROJECTS\101S035736\100\Survey\02Base V8\Plots\Parcel_2_4.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 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
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)



REF. FIELD NOTE NO. 30896_R1

FILE:\\saminc\aus\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_4.dgn

| EXISTING | ±106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
|---|---|---|---|---|---|

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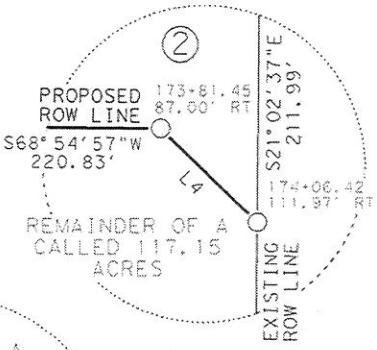
PHILIP HOGAN AND WIFE
GINA RAE HOGAN
PARCEL 2
9.802 AC. (426,977 SQ. FT.)

## LEGEND

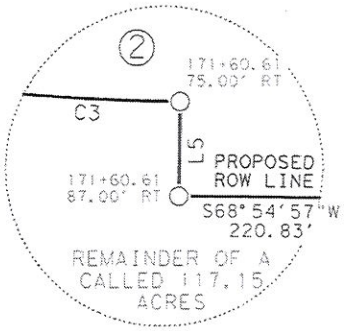
| | |
|---|---|
| ■ | CONCRETE MONUMENT FOUND |
| ⊡ | TYPE II CONCRETE MONUMENT FOUND |
| ○ | 5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ◎ | COTTON SPINDLE SET |
| △ | CALCULATED POINT |
| ℄ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| P.O.R. | POINT OF REFERENCE |
| 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) |

## CURVE TABLE

| NO. | DELTA | RADIUS | LENGTH | CHORD | CHORD BEARING |
|---|---|---|---|---|---|
| C1 | 53°00'38" | 925.00' | 855.82' | 825.62' | S56°44'16"E |
| C2 | 27°50'28" | 925.00' | 449.48' | 445.07' | N82°50'11"E |
| C3 | 27°50'28" | 1,075.00' | 522.36' | 517.24' | S82°50'11"W |
| C4 | 15°06'06" | 785.00' | 206.90' | 206.30' | S14°18'28"W |
| C5 | 42°44'22" | 235.00' | 175.30' | 171.26' | S42°50'31"E |
| C6 | 93°16'34" | 33.00' | 53.72' | 47.98' | N13°25'14"E |
| C7 | 30°59'39" | 175.00' | 94.67' | 93.52' | N48°42'53"W |
| C8 | 08°43'16" | 785.00' | 119.49' | 119.37' | S33°31'09"W |
| C9 | 24°23'26" | 665.00' | 283.09' | 280.96' | N18°57'09"E |
| C10 | 54°20'46" | 1,075.00' | 1,019.66' | 981.86' | N56°04'11"W |

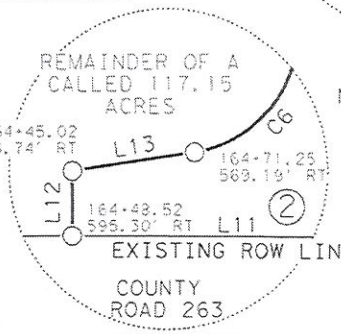



DETAIL "C"
NOT TO SCALE

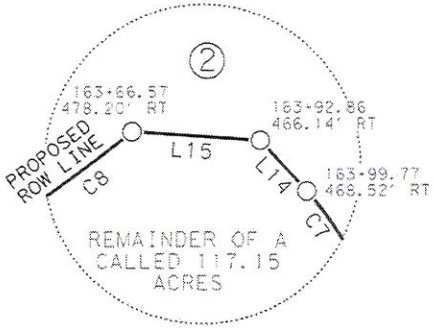



DETAIL "D"
NOT TO SCALE

DETAIL "F"
NOT TO SCALE




DETAIL "G"
NOT TO SCALE




DETAIL "H"
NOT TO SCALE

## LINE TABLE

| LINE NO. | BEARING | DISTANCE |
|---|---|---|
| L1 | S20°17'17"E | 13.64' |
| (L1) | (N18°29'08"W) | (13.61') |
| L2 | N69°16'09"E | 21.40' |
| L3 | N23°54'57"E | 35.38' |
| L4 | N66°05'03"W | 35.32' |
| L5 | N21°05'03"W | 12.00' |
| L6 | S51°45'25"W | 35.36' |
| L7 | S06°45'25"W | 79.04' |
| L8 | S20°48'42"E | 29.06' |
| L9 | S64°12'42"E | 7.60' |
| L10 | S21°28'20"E | 16.33' |
| L11 | S68°41'04"W | 123.49' |
| L12 | N21°18'56"W | 7.44' |
| L13 | N60°03'31"E | 32.71' |
| L14 | N64°12'42"W | 7.31' |
| L15 | S72°06'31"W | 28.93' |
| L16 | N06°45'25"E | 79.04' |
| L17 | N38°14'35"W | 35.36' |

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. SEWARD JUNCTION SOUTHWEST ENGINEER'S CENTERLINE ALIGNMENT DERIVED FROM K. FRIESE & ASSOCIATES, INC. SCHEMATIC RECEIVED BY SAM, LLC IN JUNE, 2016.
4. THIS PLAT IS ACCOMPANIED BY A PROPERTY DESCRIPTION OF EVEN DATE.

* 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

9/15/16
DATE



REF. FIELD NOTE NO. 30898_R1

FILE:\\samine\cad\PROJECTS\1015035736\100\Survey\02Base V8\Plats\Parcel_2_4.dgn

| EXISTING | *106.552 AC. | ACQUIRE | 9.802 AC. | REMAINING | 33.257 AC. LEFT/63.493 AC. RIGHT |
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PARCEL 2
9.802 AC. (426,977 SQ. FT.)

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 12/20/2016

Covey Berry Springs

**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 Right of Entry Agreement between Williamson County and Trio Development, LLC (Trio) in order to allow Trio to conduct specified tests and studies within limited areas of Williamson County's Berry Springs Park and Preserve tract.

**Background**

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**Fiscal Impact**

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

**Attachments**

ROE Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Hal Hawes | | Started On: 12/15/2016 11:50 AM |
| Final Approval Date: 12/15/2016 | | |

# Right of Entry Agreement

Williamson County, Texas, a political subdivision of the State of Texas, ("County") hereby grants permission to Trio Development, LLC (Trio) for use of the area of real property that is located within the County's Berry Springs Park and Preserve tract and that is specifically depicted in the attached Exhibit "A", which is incorporated herein by reference, for work which may include land surveying, topographical, engineering, environmental, and geotechnical studies. County is only granting permission to use the area depicted in Exhibit "A" and all other areas within County's Berry Springs Park and Preserve are not subject to this Right of Entry Agreement and Trio has no rights as to such other areas. County's grant of permission to Trio for use of the above described real property is subject to remuneration on demand for physical damages actually done by Trio or any of Trio's representatives, agents, employees, subcontractors, suppliers or subconsultants and Trio hereby acknowledges and agrees to pay County for such damages. Damages will be submitted in writing to Trio and must be paid within 30 calendar days from the date of the written claim and demand for payment.

IN CONSIDERATION OF COUNTY'S GRANT OF THE PERMISSION DESCRIBED ABOVE, TRIO HEREBY AGREES TO THE FOLLOWING INDEMNITY:

TRIO AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES TO REAL OR PERSONAL PROPERTY, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, (COLLECTIVELY REFERRED TO AS "LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY TRIO, TRIO'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH TRIO INCLUDING, WITHOUT LIMITATION, TRIO'S CONTRACTORS, SUBCONTRACTORS, SUBCONSULTANTS, AS WELL AS ANY OTHER ENTITY OVER WHICH TRIO EXERCISES CONTROL DURING TRIO'S USE OF THE COUNTY'S PROPERTY UNDER THIS RIGHT OF ENTRY AGREEMENT.

THE TERMS AND CONDITIONS THIS INDEMNITY SHALL SURVIVE THE TERMINATION OF THIS RIGHT OF ENTRY AGREEMENT OR THE SUSPENSION OF TRIO'S USE OF THE PROPERTY HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM TRIO IS NOT LEGALLY LIABLE, TRIO'S OBLIGATIONS SHALL BE IN PROPORTION TO TRIO'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

This Right of Entry Agreement is not effective until signed by the County and Trio. The County executes this Right of Entry Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. Trio's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that Trio has the obligation to ensure compliance with this Right of Entry Agreement by itself and its employees, agents, and representatives.

This Right of Entry Agreement shall be effective as of the date of the last party's execution of this Right of Entry Agreement.

**Williamson County, Texas**

By: _____
Dan A. Gattis, County Judge

Date: _____ _____, 2016

**Trio Development, LLC**

By: _____

Title: _____

Date: _____ _____, 2016

# EXHIBIT “A”

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 12/20/2016

Verizon Wireless DIR Customer Agreement Renewal

**Submitted By:** Catherine Roberts, Radio Communication System

**Department:** Wireless Communications Department

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and approve renewal of Department of Information Resources Customer Agreement from Verizon Wireless for provision of wireless air services for the Wireless Communications Department.

**Background**

Wireless Communications Department originally entered into a Customer Agreement with Verizon Wireless, November 15, 2015, under DIR-SDD-1779 dated March 21, 2012 for MIFI services. Verizon Wireless has since renewed their State of Texas DIR agreement April 27,2016. In the fall Verizon Wireless began notifying their customers requesting that each entity under customer agreement must sign a current agreement under the new DIR number (DIR-TSO-3415).

---

**Fiscal Impact**

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

**Attachments**

Verizon Wireless DIR Customer Agreement

DIR TSO-3415 Pricing

VZW Notification to Customer

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Catherine Roberts | | Started On: 12/09/2016 12:07 PM |
| Final Approval Date: 12/14/2016 | | |

verizon

# Appendix D
## DIR Contract No. DIR-TSO-3415
## Verizon Wireless Customer Agreement

This agreement is dated December 7, 2016 between Cellco Partnership d/b/a Verizon Wireless and its Related Entities ("Verizon Wireless") and Williamson County Wireless Communications("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: 74-6000978 Existing Vendor Customer Account Number(s):

Means of Contact Acceptable To/From Authorized User (e.g. fax, e-mail, etc.): **email**

Verizon Wireless Sales Representative Name: and Wireless Phone Number: and GID: EE51Y

Verizon Wireless Profile ID(s): STTDR

Authorized User has caused this User Agreement to be executed by its duly authorized representative to be effective as of this 7th day of December ,2016

| |
|---|
| **Customer Name:** Williamson County Wireless Communications |
| **Authorized Signature:** |
| **Printed Name:** Dan Gattis |
| **Title:** Williamson County Judge |
| **Date:** |

For Verizon

OTTO HERNANDEZ

MANAGING PARTNER

12/8/16

# 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<br>$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<br>$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<br>$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<br>$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<br>Feature Phone/Smartphone<br>(Data plan required) | Field Force Manager Plan<br>Feature Phone<br>(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<br>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

VZW SCM Sales Support - Texas DIR VZWSCMSalesSupport-TexasDIR@VerizonWireless.com

Important: Action Required Verizon DIR Contract Expired New Contract in Effect

# New DIR Contract in Effect!

## Your Response Needed.

Effective April 27, 2016, Verizon Wireless entered into a new contract with the State of Texas Department of Information Resources (DIR) for Products and Related Services, Contract Number DIR-TSO-3415 ("State Contract"). The new State Contract, which replaces the expired State Contract Number DIR-SDD-1779, offers better pricing on a number of products and services.

All State of Texas Local Government Subscribers must migrate to the current pricing available under DIR-TSO-3415 no later than December 31, 2016.

Migration to the current contract is a simple process.

Please complete the attached Customer Agreement, which must be signed by someone authorized to enter into a binding agreement. Once signed, scan the completed agreement back to us via email at VZWSCMSalesSupport-TexasDIR@VerizonWireless.com.

Once the signed Customer Agreement is received you will be assigned a Verizon Wireless DIR Support Member who will work with you on next steps.

For any questions, please feel free to reply to this email or reach out directly to your Verizon Account Manager.

A copy of the DIR Contract including the new pricing structure is available online: click here.

Thank you for your business!

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 12/20/2016

Vehicle Reimbursement Agreement for County Sheriff

**Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with St. William Catholic Church (traffic control presence at 620 Round Rock West)

**Background**

This agreement gives permission for St. William Catholic Church to contract County Deputies in a private capacity.

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**Fiscal Impact**

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

**Attachments**

St. William Catholic Church

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Starla Hall | | Started On: 12/14/2016 09:37 AM |
| Final Approval Date: 12/14/2016 | | |

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON-GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON-GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy

from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the 7th of December, 2016 and shall terminate on September 30, 2017. Any extension of this AGREEMENT must be set forth in writing and signed by both parties.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$12.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten (10) days of the invoice date. Reporting must be submitted to:

| | |
|---|---|
| **LEA**: | At the address set forth on signature page below. |
| COUNTY: | Williamson County Auditor's Office<br>Attn: Finance Director<br>710 Main Street, Suite 301<br>Georgetown, Texas 78626 |

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**NON-GOVERNMENTAL ORGANIZATION:**

Name of Organization: St. William Catholic Church

Signature: _____

Printed Name: Ryan Lipscomb

Title: Facilities Supervisor

Date: December 7, 2016

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: James R. Wilson

Signature of Official: _____

Date: 12-13 _____, 2016

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

**WILLIAMSON COUNTY COMMISSIONERS COURT:**

By: _____

Dan A. Gattis,
Williamson County Judge &
Presiding Officer, Williamson County Commissioners Court
710 Main Street, Suite 105
Georgetown, Texas 78626

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 12/20/2016

Physio Control - Pulse Point Agreement

**Submitted By:** Michael Knipstein, EMS

**Department:** EMS

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding licensing agreement for PulsePoint between Physio-Control, Inc. and Williamson County.

**Background**

PulsePoint Respond is a pre-arrival solution designed to support public safety agencies working to improve cardiac arrest survival rates through improved bystander performance and active citizenship. PulsePoint Respond empowers everyday citizens to provide lifesaving assistance to victims of sudden cardiac arrest. Application users who have indicated they are trained in CPR and willing to assist in case of an emergency can now be notified if someone nearby is having a cardiac emergency and may require CPR. If the cardiac emergency is in a public place, the location-aware application will alert trained citizens in the vicinity of the need for bystander CPR simultaneous with the dispatch of advanced medical care. The application also directs these citizen rescuers to the exact location of the closest publicly accessible Automated External Defibrillator (AED). User notification only occurs after 9-1-1 has been called. This agreement has been approved by purchasing, legal and PSTP.

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**Fiscal Impact**

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

**Attachments**

Pulse Point Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 12/14/2016 10:00 AM |
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Michael Knipstein | | Started On: 12/14/2016 09:49 AM |
| Final Approval Date: 12/14/2016 | | |

**Physio-Control, Inc**
11811 Willows Road NE
P.O. Box 97006
Redmond, WA 98073-9706 U.S.A.
www.physio-control.com
tel 800.442.1142
fax 800.732.0956

To

WILLIAMSON CTY EMS
Attn: Jeff Jarvis, Dept Chair
321 W 8TH ST
GEORGETOWN,TX 78627
254-724-8981

| | |
|---|---|
| Quote Number | 00058755 |
| Revision # | 1 |
| Created Date | 11/3/2016 |
| Sales Consultant | Chad Lewis<br>(210) 884-0891 |
| FOB | Destination |
| Terms | All quotes subject to credit approval and the following terms and conditions |
| NET Terms | NET 30 |
| Expiration Date | 11/25/2016 |

| Product | Product Description | Quantity | List Price | Unit Discount | Unit Sales Price | Total Price |
|---|---|---|---|---|---|---|
| 11600-000005 | PulsePoint Annual Licensing Fee- Tier 1. 1 year commitment. Serving population size <300,000. Ensures performance, reliability and supports future upgrades. | 1.00 | 7,998.00 | 0.00 | 7,998.00 | 7,998.00 |
| 11600-000021 | PulsePoint Implementation Fee. Includes data source connection, complete testing and validation. AED registry organization. Technical training. Community launch support and digital materials. All managed by dedicated project manager. | 1.00 | 10,000.00 | 0.00 | 10,000.00 | 10,000.00 |

| | |
|---|---|
| Subtotal | USD 17,998.00 |
| Estimated Tax | USD 0.00 |
| Estimated Shipping & Handling | USD 0.00 |
| Grand Total | USD 17,998.00 |

**Pricing Summary Totals**

| | |
|---|---|
| List Price Total | USD 17,998.00 |
| Total Contract Discounts Amount | USD 0.00 |
| Total Discount | USD 0.00 |
| Trade In Discounts | USD 0.00 |
| Tax + S&H | USD 0.00 |

**GRAND TOTAL FOR THIS QUOTE**
USD 17,998.00

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS $5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

*LEFT BLANK INTENTIONALLY SIGNATURES ARE IN THE NEXT PAGE*

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/19773001/115635

**General Terms for all Products, Services and Subscriptions.**
Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.
**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.
**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.
**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than $200.00.
**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.
**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio inability to obtain goods from its usual sources.
**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at http://www.physio-control.com/Documents/. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**
**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.
**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.
**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.
**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.
**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Software Licenses and Software-as-Service.**
In addition to the General Terms above, software and software-as-service is licensed (not sold) pursuant to the following terms:
**Licenses.** Upon full payment, Physio will grant to Buyer the licenses to the software and/or software-as-service ordered by Buyer according to the applicable End User License Agreement or Software-As-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

**Additional Terms Regarding Wireless Enabled Devices.**
In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:
**Payments.** Payments to Physio are non-refundable as they are incorporating into the pricing of the connected devices.
**Geolocation.** Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.
**Not Wireless Provider.** Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio is not a telecommunications services company nor does it possess any telecommunications personal property.
**Security.** Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.
**No Guarantee. PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED.** Physio is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

**Additional Terms for Purchase and Sale of Software Implementation Services.**
In addition to the General Terms above, the following terms apply to all purchases of Software Implementation Services from Physio:

**Physio's Duties.** Physio agrees to make commercially reasonable efforts to: (i) commence implementation of all applicable software in accordance with a mutually agreed upon schedule; (ii) diligently perform the implementation process in a professional and workmanlike manner; (iii) provide the training associated with purchased subscriptions, components and/or software; and (iv) provide access to technical support.

**Buyer's Duties.** Buyer agrees to make commercially reasonable efforts to: (i) cooperate with and reasonably assist Physio in the implementation process; (ii) have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule.

**Completion of Implementation.** Implementation is complete when Buyer is able to transmit/receive data through the implemented software.

**Fees and Billing.** Upon implementation, Physio shall provide Buyer with an invoice setting forth the amount due. If implementation is delayed by more than six (6) months, solely due to Buyer's delay, Physio reserves the right to invoice prior to implementation. Payment is due thirty (30) days after receipt of invoice.

**Confidential Information.** In the course of performing Implementation Services, each party may receive, be exposed to or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary" or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party independently of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.

**Warranties.** Physio represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. Physio warrants that the Service will perform in all material respects for a period of three (3) months after implementation. As Buyer's sole and exclusive remedy and Physio's entire liability for any breach of the foregoing warranty, Physio will re-perform the Services, or, if Physio is unable to do so, return the fees paid to Physio for such deficient Services. Except as specifically set forth herein, Physio expressly disclaims any and all warranties with respect to the services, **INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT**. Physio does not warrant that the services will be uninterrupted or error-free.

**Exclusions and Limitations of Liability.** In no event shall Physio be liable to Buyer or other employee, contractor or agent for any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits; or damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Buyer system.

**PHYSIO'S TOTAL LIABILITY TO BUYER FOR DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND OTHERWISE ARISING UNDER THIS AGREEMENT REGARDLESS OF THE BASIS UNDER WHICH BUYER IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, OR ANY OTHER CONTRACT OR TORT CLAIM) SHALL NOT EXCEED THE FEES DUE HEREUNDER. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.**

Quote Number: 00058755

Additional Terms and Conditions:
Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the 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.
Right to Audit: Company agrees that Williamson 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 Company which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, excluding any proprietary or confidential information. Company agrees that Williamson County shall have access during normal working hours to all necessary Company facilities and shall be provided adequate and appropriate work space, if available, in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits. Williamson County acknowledges that Audit shall be at their own cost.

| PHYSIO-CONTROL, INC | CUSTOMER |
|---|---|
| By: _____ | By: _____ |
| Name: Alexandra Carvalho | Name: _____ |
| Title: Contract Analyst | Title: _____ |
| Date: 12/06/2016 | Date: _____ |

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 12/20/2016

Show Barn operations

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

**Department:** Parks

**Agenda Category:** Regular Agenda Items

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## Information

### Agenda Item

Discuss, consider, and take appropriate action on Show Barn operations.

### Background

The Williamson County Show Barn, located in the City of Georgetown's San Gabriel Park, competes with a variety of other uses and activities in and around the facility itself, which creates significant parking and traffic related challenges in this relatively small amount of space. Traffic related challenges, along with the current and future development of County facilities, prompts the County to consider future Show Barn operations.

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## Fiscal Impact

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

## Attachments

Show Barn Letter

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Randy Bell | | Started On: 12/15/2016 10:06 AM |
| Final Approval Date: 12/15/2016 | | |

December 20, 2016

WILLIAMSON COUNTY
1848

Parks and Recreation Department

Re: Georgetown Show Barn

Dear Patrons of the Georgetown Show Barn,

It has been our distinct pleasure to operate and maintain the Show Barn for a variety of groups and individuals since 1977. As Williamson County continues to grow, the demands on facilities and services grow as well. The Show Barn, located in the City of Georgetown's San Gabriel Park, competes with a variety of other uses and activities in and around the facility itself, which creates significant parking and traffic related challenges in this relatively small amount of space.

Additionally, the County just completed Phase I construction of the Williamson County Expo Center in Taylor, Texas, and the County is working with a consultant to design and construct Phase I development at the over 1000-acre River Ranch County Park near Liberty Hill. Both the Expo Center, and River Ranch County Park will offer facilities to accommodate most of the services currently being provided at the Show Barn.

After considering the parking and traffic related challenges at the Show Barn, along with the current and future development of County facilities that can offer similar services as currently provided at the Show Barn, Williamson County plans to terminate the Show Barn lease with the City of Georgetown. Following 40 years of operation, the last date the Show Barn can be enjoyed by patrons will be December 31, 2017.

We appreciate your support through the years, and hope your new opportunities at the Williamson County Expo Center and River Ranch County Park will prove positive and beneficial for many years to come!

Sincerely,

Randy Bell

Williamson County Parks Director

Cc: Honorable Members of Williamson County Commissioners Court

Williamson County Parks & Recreation Department
219 Perry Mayfield
Leander, Texas 78642
512-943-1920
Parks&Rec@wilco.org

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 12/20/2016

animal shelter

**Submitted For:** Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on reconsidering Item #37 of the July 12, 2016 Regular Session of the Williamson County Commissioners Court, relating to a First Amendment to the Williamson County Regional Animal Shelter Interlocal Agreement; including any necessary action to modify, ratify or amend the terms of the amendment.

**Background**

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**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Rebecca Clemons | | Started On: 12/15/2016 10:49 AM |
| Final Approval Date: 12/15/2016 | | |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 12/20/2016

Resignation

**Submitted By:** Wendy Coco, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider and take appropriate action accepting the resignation of Max Bricka effective December 29, 2016; and appointing Kerstin Hancock as Interim Williamson County Purchasing Agent to serve in accordance with Section 262.0115 of the Texas Local Government Code.

**Background**

**Fiscal Impact**

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

**Attachments**

Resignation Letter

**Form Review**

Form Started By: Wendy Coco Started On: 12/16/2016 09:21 AM

Final Approval Date: 12/16/2016

December 15, 2016

***Hand Delivery***

Hon. Dan Gattis
County Judge, Williamson County, Texas
Georgetown, Texas 78626

**Re:** Resignation of Max Bricka as Purchasing Agent for Williamson County

Dear Judge Gattis:

I am hereby tendering my resignation as the Purchasing Agent for Williamson County, Texas, effective December 29, 2016.

I have enjoyed my time at Williamson County, but have decided to pursue other endeavors.

Regards,

Max Bricka

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 12/20/2016

Purchasing Evaluation Committee Policy

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on proposed revisions to the Williamson County Evaluation Committee Policy per Local Government Code §262.011(o), as originally adopted May 17, 2016.

**Background**

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**Fiscal Impact**

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

**Attachments**

Evaluation Committee Policy

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Kathy Pierce | | Started On: 12/15/2016 10:02 AM |
| Final Approval Date: 12/15/2016 | | |

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# EVALUATION COMMITTEE POLICY & CONFLICT OF INTEREST / CONFIDENTIALITY AGREEMENT

REQUEST FOR PROPOSALS (RFP) AND REQUEST FOR QUALIFICATIONS (RFQ)

**Commissioners Court Approval: ~~5/17/16~~**

The Williamson County Purchasing Department has established the following Evaluation Committee Policy in order to provide a selection process that is fair and equitable for all responders to Williamson County's RFP/RFQs.

**If situations arise that deviate from these procedures, the Purchasing Agent must be contacted for resolution and a ruling on how to proceed.**

## Intent:

This policy provides a summary of the expectations, rules, processes and procedures applicable to the evaluation of county issued RFP/RFQs.

## Committee Task:

To evaluate written responses to a duly advertised and solicited RFP/RFQ; rank the respondents; determine whether or not presentations/interviews should be held with short listed firm(s) or individuals; provide the recommendation of a selected firm to the Commissioners Court for final approval; abide by all county policies and applicable laws.

## Conflict of Interest:

Evaluation Committee members must have no personal interest in any supplier submitting proposals/responses. Each evaluator will be provided with a list of the Offerors to the solicitation.

**Prior to beginning his or her evaluation of any proposal responses:**

1. A new Statement of Independence, Non-Conflict of Interest, and Confidentiality Form **must be signed by each member of the committee, specific to each Evaluation Committee served.** A conflict of interest is defined as a situation in which an Evaluation Committee member has, or appears to have, a financial or familial relationship with an Offeror.
2. The signed and completed form must be returned to the Purchasing Department and will become a permanent record of documentation for the RFP/RFQ.

Any person serving or proposed as an Evaluation Committee member with a stated or determined conflict of interest:

1. Must be immediately removed from serving on the evaluation committee of concern.
2. Must be immediately reported to the Purchasing Agent.

**Failure to keep the process free of all conflicts of interests may result in rescindment of all contracts resulting from the RFP/RFQ evaluation process.**

## Committee Members Responsibilities:

Each member of an Evaluation Committee must:

1. Read, understand, and comply with the provisions of this document.
2. Return a signed Statement of Independence, Non-Conflict of Interest, and Confidentiality Form to the Purchasing Department before service as a committee member begins.
3. Make efforts to attend each scheduled meeting, including oral presentations, and adhere to all set timelines.

4. Review each of the written proposals and be prepared to discuss each proposal when the Evaluation Committee convenes.
~~5. Ensure absolute confidentiality throughout the entire process, until awarded in Commissioners Court.~~
5. Ensure all respondents receive fair and equal treatment under County Purchasing Act and Williamson County Purchasing Policies. Evaluation Committee members will not have written or verbal communication with respondents to an RFP/RFQ, unless:
    a. Exceptions for Evaluation Committee Members could include:
        i. Site visits to a facility
        ii. Reference checks
        iii. Other specific needs as requested by the Evaluation Committee Chairperson.

~~**The County Purchasing Act and Williamson County Purchasing Policies prohibit all communications outside of the scheduled Evaluation Committee meetings regarding the RFP/RFQ (bids, process, evaluation, issues, etc.). This includes both written and verbal communications with other Evaluation Committee members OR any other person(s), unless:**~~
~~**1. Facilitated through or attended by, a Purchasing Representative, OR**~~
~~**2. Preapproved and documented by the Purchasing Agent.**~~
~~a. Exceptions for Evaluation Committee Members could include:~~
~~i. Site visits to a facility~~
~~ii. Reference checks~~
~~iii. Other specific needs, as requested by the Evaluation Committee Chairperson.~~

If an Evaluation Committee member is contacted by anyone (employee, vendor, public, etc.) regarding the status of the RFP/RFQ being evaluated, at any time during the process, the Evaluation Committee member must notify the Purchasing Department representative immediately.

## Purchasing Department / Representative Responsibilities:

The Purchasing Department / Purchasing Representative's duties include the following:

1. Responsibility for maintaining the integrity of the overall evaluation process.
2. Prepare and release the RFP/RFQ for public posting in BidSync, with input from the Committee Chairperson.
3. Receiving, opening (unsealing) and acknowledging all proposals/responses in a scheduled public meeting.
    a. **Only a Purchasing Department representative may open any and all proposals/responses.**
4. **ALL** communications with Proposers /Vendors (questions, interviews, status, etc.) until after the RFP/RFQ is formally awarded or withdrawn in Commissioners Court.
    a. **The Purchasing Representative is the only person authorized by the county to provide communications regarding the evaluation status of any proposals, unless the need for communication has been preapproved and documented by the Purchasing Agent. Communication from any other source (employees, Committee Members, Elected Officials, Department Heads, etc.) are highly discouraged in order to prevent any perception of impropriety.**
5. Documenting the committee's attendance, scoring and ranking information of the evaluation, preparation / retention of all required forms, and storage of all records in accordance with the county records retention policy.
    a. All evaluation forms must include printed names and signature of all Evaluation Committee members. Any committee member who is not a Williamson County employee must be identified on evaluation forms as "Volunteer" or "Paid Consultant"—as applicable.
    b. Evaluation forms used for each part of the process (Evaluation and Interviews) must include a short summary statement of recommendation from the committee including: 1) the vendor(s) selected; and 2) any clarifying information relevant to the committee's recommendation.
6. Scheduling any presentations or interviews for short listed suppliers, on behalf of the Committee.
7. Communicating the Committee's recommendation(s) to Purchasing management.
8. Entering of any Commissioners Court agenda items into AgendaQuick, and attaching all required documentation.

## Committee Chairperson Responsibilities:

The Evaluation Committee Chairperson will be selected by the either the Department Head or Elected Official requesting the RFP/RFQ, and may be an Elected Official, Department Head or any person deemed qualified by either.

Responsibilities of the Committee Chairperson include:

1. Leading the Evaluation Committee in producing specifications and evaluation criteria that will be included in the RFP/RFQ.
    a. **It is highly recommended that the Evaluation Committee meet as a group (including Purchasing) in order to discuss and prepare specifications and evaluation criteria needed to meet the need of the RFP/RFQ requestor.**
2. Compiling a list of proposed committee members and providing to the Purchasing Agent for review and agreement, **before final selection is completed**.
    a. Consideration /selection of committee members should include:
        - Technical skills required to properly evaluate the proposals
        - "Stakeholders" that will be users of the item or service being procured
        - Representation from departments other than Committee Chairperson's department
    b. Evaluation Committees must include at least 3 voting members, plus at least one member of the Purchasing Department, as assigned by the Purchasing Agent. The Purchasing Department representative will facilitate the evaluation process and is a non-voting member of the Evaluation Committee.
    c. Voting members should include at least one member who is from a different department or an outside entity. **This requirement may be waived by the Purchasing Agent, if not practical or possible for the proposal being evaluated.**
3. Contacting each proposed committee member to determine if they are willing to serve on the committee.
4. Working with the Purchasing Department representative to ensure that all members of the committee are provided the following items:
    a. A copy of the Evaluation Committee Policy / Conflict of Interest and Confidentiality Agreement (this policy)
    b. The RFP/RFQ and all addendums (viewable in BidSync).
    c. All evaluation criteria.
    d. One copy of each proposer's submittal
5. Scheduling all committee meeting dates and locations; invitations to all committee members, including Purchasing.
6. Ensuring that a majority quorum of Committee Members is in attendance for all meetings, including any interviews.
7. Preparing and providing a recommendation letter for the selected supplier to the Purchasing Representative, if requested or needed for clarification purposes.
8. Attending Commissions Court on the day that the recommendation is scheduled to be awarded, in order to answer any questions or concerns.
9. Joint debriefing of suppliers (Chairperson & Purchasing Agent), if requested by a vendor.

## Substitutions:

**Evaluation Committee Chairperson**

1. If the Evaluation Committee Chairperson is unable to attend any scheduled meeting of the Evaluation Committee then it is highly recommended that the meeting be postponed until another time.
2. If rescheduling the meeting is not possible or practical--in the absence of an Evaluation Committee Chairperson, the Purchasing Representative will facilitate the meeting in order to accomplish the task at hand, and will remain and function as a non-voting member of the committee.
    a. The Purchasing Representative will be allowed to communicate, both verbally or written form, in order to advise the Evaluation Committee Chairperson of what transpired in the missed meeting.

**Evaluation Committee Member**

1. If an Evaluation Committee Member is unable to attend any scheduled meeting of the Evaluation Committee, the Committee Member may select a qualified delegate to temporarily substitute on their behalf:
    a. The following requirements must be met **BEFORE the delegate attends any Evaluation Committee meetings:**
        i. Both the Evaluation Committee Chairperson and the Purchasing Representative must be advised of the substitution.
        ii. The substitute delegate:
            1. Reads the Evaluation Committee Policy.
            2. Signs the Conflict of Interest / Confidentiality agreement form and submits to either the Committee Chairperson, Purchasing Representative, or their Department Head / Elected Official.
2. The substitute delegate will be allowed to communicate, both verbally or written form, in order to advise the original Committee Member of what transpired in the missed meeting.

## Evaluation by the Committee:

1. Evaluations must be based on predetermined criteria set forth in the RFQ/ RFP. Scoring may also be based on total information gathered by Williamson County, at its discretion.
2. **All criteria listed in the RFP/RFQ must each be scored (unless a majority of the committee deems it unresponsive or otherwise disqualified)**. Any incomplete scoring by an individual committee member must be addressed for the evaluation will not be considered. This may result in the evaluation completed by this committee member being thrown out, in order to eliminate any skewing of the final scores.
3. Committee members must always have a reasonable, rational and consistent basis for their scores, and be prepared to explain them to the supplier and commissioners court in the event of a protest. Major decisions of Evaluation Committees and committee members must be substantiated and recorded in the proposal file.
    a. **Please note: all scores and comments of the committee,** become a part of the solicitation file and are considered **public information**.
4. After Evaluation Committee members have individually completed the initial review of all proposals, the Committee will meet as a group in order to discuss and score all evaluation criteria.
5. If presentations or interviews are determined to be necessary, the Evaluation Committee will identify which proposers will be requested to give an oral presentation.
    a. Fair and consistency among all respondents is paramount and must always be maintained. All selected respondents must all be provided the same opportunities. (Example: If additional information is requested from one of the top (3 to 5) selected respondents—then it should be requested from each respondent.)
    b. The Evaluation Committee may request presentations from as many proposers as necessary; however, it is recommended that the group come to a consensus and **request presentations from only those proposers who have provided submittals deemed to be in the best interest of the County** (normally 3 to 5).
    c. All proposers to be scheduled for an oral presentation will be notified in writing by the Purchasing Representative with regard to the date, time, location, scoring criteria, presentation structure and any limitations such as size and number of exhibits or the number of presenters permitted to attend.
        i. In order to allow sufficient preparation by the vendor, a minimum of 48 hours' notice is required.
6. The Evaluation Committee will determine the final ranking of proposers considered to be most capable of performing the required project / Best Value for the interest of the County after all proposals have been reviewed, evaluated, ranked, oral presentations (if necessary) and re-ranked. Each Evaluation Score Sheet must include a short summary of the Committee's decision and recommendation.
7. If required, all contract negotiations necessary will take place before any recommendation to the Commissioners Court is made.
8. The Evaluation Committee Chairperson will work with the Purchasing Representative to ensure that all recommendations to the Commissioners Court include:
    a. Signed copies of all Evaluation Score Sheets which include a short summary of all recommendations.
    b. If necessary or requested, a letter from the Chairperson with any clarifying details needed of the process.
    c. A copy of the proposed contract, signed by the vendor (usually provided to Purchasing by the Chairperson)
    d. A signed and notarized Form 1295 (Certificate of Interested Parties), as required per section 2252.908 of the Government Code (obtained by the Purchasing Representative).

**The Commissioners Court shall make the final determination regarding all matters related to the award and contracting of the RFP/RFQ.**

**Questions concerning any of this policy should be directed to the Purchasing Agent.**

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

(A fillable copy of this document is available on the Purchasing Portal site)

# Statement of Independence, Non-Conflict of Interest, and Confidentiality

Name of proposal to be evaluated: _____

I _____, an Evaluation Committee member for Williamson County, Texas, do hereby certify that, to the best of my knowledge, that:

1. I do not have a conflict of interest[1], as a result of any financial or other interest on my part or that of any member of my immediate family, or of my partner(s).
2. I am not employed by nor do I have any arrangement for future employment with any organization under consideration
3. ~~I have not in the past nor will in the future, solicit or accept gratuities, favors, or anything of over $50 in monetary value from any company or organization associated with this solicitation, in accordance with Texas Penal Code sections 36.08 and 36.10.~~
3. I am not unfairly prejudiced in regard to any of the proposals.

Further, I certify that:

1. I will have no unauthorized conversation or contact with any proposers regarding their proposals.
2. I understand that proposal documents may not be reproduced for any use outside of official Evaluation Committee business. Certain information about the proposal, such as supplier name, is public information ***but may only be released by the Purchasing Office or an authorized agent*.**
3. I understand that in accordance with the County Purchasing Act, this project/service was issued as a competitive RFP/RFQ, and therefore **all information contained in the responses is to be kept CONFIDENTIAL until an award is approved by Commissioners' Court.** ~~Until that time and due to the confidential nature of these proposals, **no discussion of these proposals shall occur with anyone outside the proposal Evaluation Committee meetings unless facilitated through or attended by, a Purchasing Representative or Preapproved and documented by the Purchasing Agent.**~~

**Please note that if any information about this proposal is compromised, it may be cause for rejection of the entire proposal. Please refer ALL questions or requests for information to a Purchasing Representative.**

~~I also acknowledge and understand that I may be subject to criminal prosecution for the willful falsification of information in this document.~~ I, by the act of signing or typing my name below, hereby certify ~~under penalty of perjury,~~ under the laws of the State of Texas, the foregoing is true and correct.

_____ _____

Signature* Date

(* By typing your name, this is equivalent to a legal signature)

[1]A conflict of interest is defined as a situation, in which an Evaluation Committee Member has, or appears to have, a financial relationship with a responding proposer, or has a family relationship with any responding proposer.

A financial relationship includes involvement of the evaluator and the proposer in a current partnership, joint venture, company, or corporation~~, and any other relationship that could make it appear that the evaluator would obtain a monetary benefit if a favorable evaluation was given.~~

**Commissioners Court - Regular Session** **47.**

**Meeting Date:** 12/20/2016

RFQ 1611-128 Engineering and Architectural Services, Phase II, RV Park Expo Center

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action for the Purchasing Agent to advertise RFQ 1611-128, for qualified engineering and architectural professionals to assist the Parks Department with the design and development of the RV Park at the Expo Center, Phase II.

**Background**

The RV Park at the Expo Center is Phase II of the development of the Williamson County Expo Center in Taylor, Texas.

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**Fiscal Impact**

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

**Attachments**

Bid Packet RV Park Expo Center

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/13/2016 10:51 AM |
| Form Started By: Teri Jeffries | | Started On: 12/13/2016 07:32 AM |
| Final Approval Date: 12/13/2016 | | |

# Solicitation 1611-128

# RV Park Development at Williamson County Expo Center- Phase II development

## Bid Designation: Public

## Williamson County, Texas

# Bid 1611-128
# RV Park Development at Williamson County Expo Center- Phase II development

| | |
|---|---|
| Bid Number | **1611-128** |
| Bid Title | **RV Park Development at Williamson County Expo Center- Phase II development** |
| Bid Start Date | **In Held** |
| Bid End Date | **Jan 24, 2017 2:00:00 PM CST** |
| Question & Answer End Date | **Jan 20, 2017 2:00:00 PM CST** |
| Bid Contact | **Teri Jeffries**<br>**Senior Purchasing Specialist**<br>**512-943-1553**<br>**Teri.jeffries@wilco.org** |
| Contract Duration | **1 year** |
| Contract Renewal | **Not Applicable** |
| Prices Good for | **30 days** |
| Pre-Bid Conference | **Jan 11, 2017 10:00:00 AM CST**<br>**Attendance is mandatory**<br>**Location: Williamson County Expo Center located at 210 Carlos G. Parker Blvd. Taylor, Texas 76574** |
| Bid Comments | **Williamson County is requesting a Statement of Interest and Qualifications (SOQ) form A/E firms/teams interested in providing professional services, to include, but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park - Phase II, at the Williamson County Expo Center in Taylor, Texas. This project is in part grant funded. Project instructions must be complied with and are included in the documents.**<br>**Phase II project scope includes, but is not limited to, the development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites, including water and electrical services (30 and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping. Phase II project development will also include the preparation of schematics, all permitting, identification and coordination of utilities, plans, specifications, estimates, and will assist with bidding and construction management. Roadway design and a geotechnical investigation/report currently exists as a part of the recent Phase I development. Firms will be responsible for any additional road design and/or geotechnical requirements deemed necessary.** |

**Item Response Form**

| | |
|---|---|
| Item | **1611-128--01-01 - Add all proposal documents to this line item** |
| Quantity | **1 each** |
| Unit Price | |
| Delivery Location | **Williamson County, Texas**<br>Parks and Recreation<br>219 Perry Mayfield<br>Leander TX 78641<br>**Qty** 1 |

**Description**
Add all documents to this line item.

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICIATION 1611-128

RV Park Development at Williamson County Expo Center- Phase II development

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**
**Jan 24, 2017 2:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:**
**Jan 24, 2017 2:00:00 PM CST**

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via:** www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**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.**

**Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**

General Information:

- If mailed or delivered in person, Proposal and Proposal 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 RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents and pricing will be read aloud.

- 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 RFP 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.

## Scope of Work Overview RFQ 1611-128

Williamson County is seeking Qualification Proposals from A/E firms interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

Phase II project scope includes, but is not limited to, development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, and native plant landscaping.

Phase II project development will include the preparation of schematics, all permitting, identification and coordination of utilities, engineering, and any other items necessary to successfully develop the project.

The awarded firm(s) will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Roadway design and a geotechnical investigation/report currently exists as a part of recent Phase I development. Firms/teams will be responsible for any additional road design or geotechnical requirements deemed necessary.

## RV Park general requirement overview:

**Below are guidelines and a general outcome for the project; however, Respondents, in their proposals, are encouraged to provide alternative solutions, recommendations and suggestions for the project design, as well as support the ability to satisfy the requirements.**

### RV Design Information includes:

1. Up to 46 Campsites (R.V. Hook ups) providing 30 and 50 amp service and water connections

2. Each site to be 50 ft. long by 23’6” ft. wide (12’-0” stall/11’-6” picnic area)

3. Small light and numbers on pedestals to each site

4. Additional site lighting as required

5. Dump Station to meet capacity of RV sites of this size

6. Flex base at RV Park (minimum)

7. Hydro-mulch with temporary irrigation. Permanent irrigation only at trees.

8. ADA compliant granite gravel trail connecting RV site to Taylor Sports Complex (estimated 1/2 mile only)

9. Topsoil mix to 4” chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

### West Road Extension:

1. Asphalt road and concrete ribbon curb

2. Topsoil mix to 4” chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

**Connector Sidewalk:**

1. Topsoil mix to 4” chocolate loam at disturbed areas only, with hydro-mulch and temporary irrigation.

2. Connects RV Park to West side of Arena and Expo Center

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

Williamson County is seeking a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services, including but not limited to, architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) Park (Phase II) at the Williamson County Expo Center.

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents **MUST** be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. **Page one**: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. **Page two**: Provide organizational chart for the project listing key task leaders and project staff directly involved in the project. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. **Resumes shall be provided in Appendix A for all individuals listed on the organizational chart. This chart may be 11x17 and counted as 1 page. This is the only page that can be larger than 8-1/2x11.**
3. **Page three:** Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in March of 2017.
4. **Page four**: Provide information regarding the project manager's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure.
5. **Pages five and six**: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to RV park design and related infrastructure services.
6. **Page seven**: Provide information regarding your understanding of the proposed work.
7. **Page eight through ten:** Provide a detailed response to each of the evaluation criteria area from the evaluation criteria below.
8. **Appendix A**: Provide resumes of project manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non responsive.** Limit resumes to no more than four single-sided pages per individual resume submitted.
9. Appendix B. Debarment and Licensing Certificate
10. Appendix C:: Conflict of Interest Statement

    NOTE: If filing electronically via Bidsync, the "Conflict of Interest Statement "and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

**Pass/Fail Criteria**

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

**Evaluation and Scoring Criteria for the Statement of Qualifications**

| **Evaluation Criteria** | **Maximum Score Points** | **Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted) |
|---|---|---|
| Local Presence in Texas | P/F | Pass or Fail |
| Project Manager's Experience/Qualifications working on RV Park design and related infrastructure | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Firm and Project Team's Experience/Qualifications with project management of RV Park construction | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Individuals on the Project Team Experience/Qualifications working on RV Park design, construction and related infrastructure | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>18 = Meets ALL requirements<br>12 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Availability of Project Manager and Project staff to begin on or before March 2017 and complete on or ahead of schedule | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| The firm's Understanding of the Project specifications | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Firm's support of available staff to fast-track and make the project a priority from the onset to full completion | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Total Evaluation Points | 135 | Total Possible Score |
| | | |

**Evaluation and Selection process**

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately two to three top scoring respondents to an

RFQ 1611-128 Engineering and Professional Services for Phase II RV Park at the Expo Center
Comments, Requirements, Evaluation and Scoring Criteria for the qualifications submitted

interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

# GENERAL INFORMATION AND SPECIFICATIONS

## GENERAL

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from A/E firm/teams interested in providing professional services including but not limited to architectural, landscape architectural, surveying, engineering services, geotechnical services as needed, construction management and administration for design and development of the Recreational Vehicle (RV) park (Phase II) at the Williamson County Expo Center.

The firm/team will prepare Design and Construction Plans, Specifications, Estimates, and will assist with Bidding, and Construction Management. Phase II project scope includes, but is not limited to development of a connector road, parking and related infrastructure for up to 46 RV sites with utility pedestals, utilities to support RV sites including water and electrical service (30 amp and 50 amp), site lighting, RV wastewater dump station, site work, any necessary demolition, walks and connector trails, native plant landscaping. Phase II project development will also include the preparation of schematics, geotechnical investigation and report (if necessary) all permitting, identification and coordination of utilities, engineering, review and possible modification/use of existing road design, and any other items necessary to successfully develop the project.

### BACKGROUND

The Williamson County Expo Center is nearing completion of Phase I development. Phase II development includes the RV park, utilities, connector road, walks and trails, site work. Phase II development is a $1 million dollar project that is funded in part with a grant from the Texas Parks and Wildlife Department. Professional services costs are limited to a maximum of 12% of construction element costs. Related stipulations and requirements may be seen at the following location. Instructions for Approved Projects and Grant submission are included in the bid packet.

### DESCRIPTION OF PROJECT

The project involves data collection and analysis, plan development, preparation of design and construction drawings, specifications, cost estimates, development of bidding and contract documents; and construction management. The following components will be included:

- Connector road,
- Parking and related infrastructure for up to 46 RV sites with utility pedestals
- Utilities to support RV sites including water and electrical service (30 amp and 50 amp),
- Site lighting,
- RV wastewater dump station,

- Site work, any necessary demolition,
- Walks and connector trails,
- Native plant landscaping
- Roads and parking
- Related infrastructure

## TECHNICAL EXPERTISE

Interested A/E firms or teams shall have extensive knowledge and expertise to include, but not be limited to the technical areas of landscape architecture and public park planning/development, civil engineering, environmental assessment, geotechnical and pavement design, erosion control, hydraulics and hydrology, floodplain analysis, land surveying, coordination with state and federal resource agencies, contract and construction management.

## SCOPE OF SERVICES REQUESTED

The following is the minimum scope of services to be provided by the A/E firm/team selected for the project. It is intended that the scope cover the entire project from design through construction. Any omissions in scope should be noted to the County.

Programming:

1. The A/E firm/team shall meet with County staff and other entities/groups involved in the project to determine needs (including spatial and development) of park program(s) and buildings/facilities for projected needs.
2. Site evaluations to determine the best possible use of the Master Plan.
3. Prepare preliminary estimate of construction costs.
4. Coordinate with local government bodies, cities, and local utilities in relation to the Project.
5. Provide up to three (3) separate presentations to County Project Management Team.

The Design Phases, at a minimum, shall include the following:

Schematic Design:

1. Based on mutually agreed-upon program, prepare Schematic Design Documents for review and approval.
2. Revise preliminary estimate of construction cost.

Design Development Phase:

1. Based on approved Schematic Design documents, A/E firm/team shall prepare Design Development Documents to fix and describe the size and character of the project, including civil, architectural, structural, mechanical, electrical, and any specialty systems and materials that are necessary.

2. Compliance with all applicable state, federal and local regulations regarding historic structures; archeological or paleontological items of significance; preparation of any status reports required, and any other design service needed to complete this project.
3. Conformance with the Americans with Disabilities Act and Texas Accessibility Standards.
4. Provide Design Development submittal for review and approval. Submittal shall include, at a minimum, any necessary revisions to the master plan, elevations, proposed trail routes, and revised preliminary cost estimate for all remaining items.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to:
    a) discuss project timelines and schedule for project deliverables;
    b) discuss possible design criteria based upon mutually agreed upon programming; and
    c) additional meetings if needed.

Construction Document Phase:

1. Provide construction document drawings and specifications.
2. Prepare 60% drawings and cost estimates for the planned improvements identified in the “Description of Project” section of the RFQ, and meet with County staff to review.
3. Prepare 90% & 100% drawings and cost estimates, and meet with County staff to review.
4. Provide a detailed final construction cost estimate to include contingencies.
5. Provide up to three (3) separate presentations to Williamson County Project Management Team to discuss final cost estimates.
6. Present plans to Commissioners Court as necessary and appropriate and answer any relevant questions as necessary.
7. Obtain any necessary approvals from review and permitting authorities, to include local planning & building departments.

Bidding and Contracting Phase:

1. Prepare bid documents and assist the County in advertising for bids.
2. Oversee Pre-Bid Meeting & prepare addendums (as needed).
3. Review bids and provide written recommendation(s) to County staff.
4. Oversee Pre-Construction Meeting.
5. Prepare addenda, review prior approval requests.
6. Make recommendations on Bids/Proposals received.
7. Re-design/re-bid of facility if low bid or proposal exceeds Williamson County’s construction budget at no additional cost to Williamson County.
8. Assist, at County’s request, with drafting and preparing construction contract documents.

Construction Administration Phase:

1. Attend pre-construction conference and up to two (2) on-site field meetings and

inspections per week.
2. Shop drawing and submittal review.
3. Provide site observations and/or inspections and develop punch list report as required by County.
4. Answer Contractor RFI's to resolve field/design issues.
5. Prepare supplemental instructions and sketches.
6. Provide A/E progress inspections (with reports).
7. Provide substantial and final completion inspections to include American with Disabilities (ADA) inspections, and prepare punch lists.
8. Review, approve, and provide a final report of inspections.
9. Review contractor Applications for Payment and recommend for approval.
10. Provide independent estimates on Proposed Change Orders. County will negotiate Change Orders with the Contractor and the A/E firm/team will provide support.
11. Ensure submission of accurate "as-built" drawings.

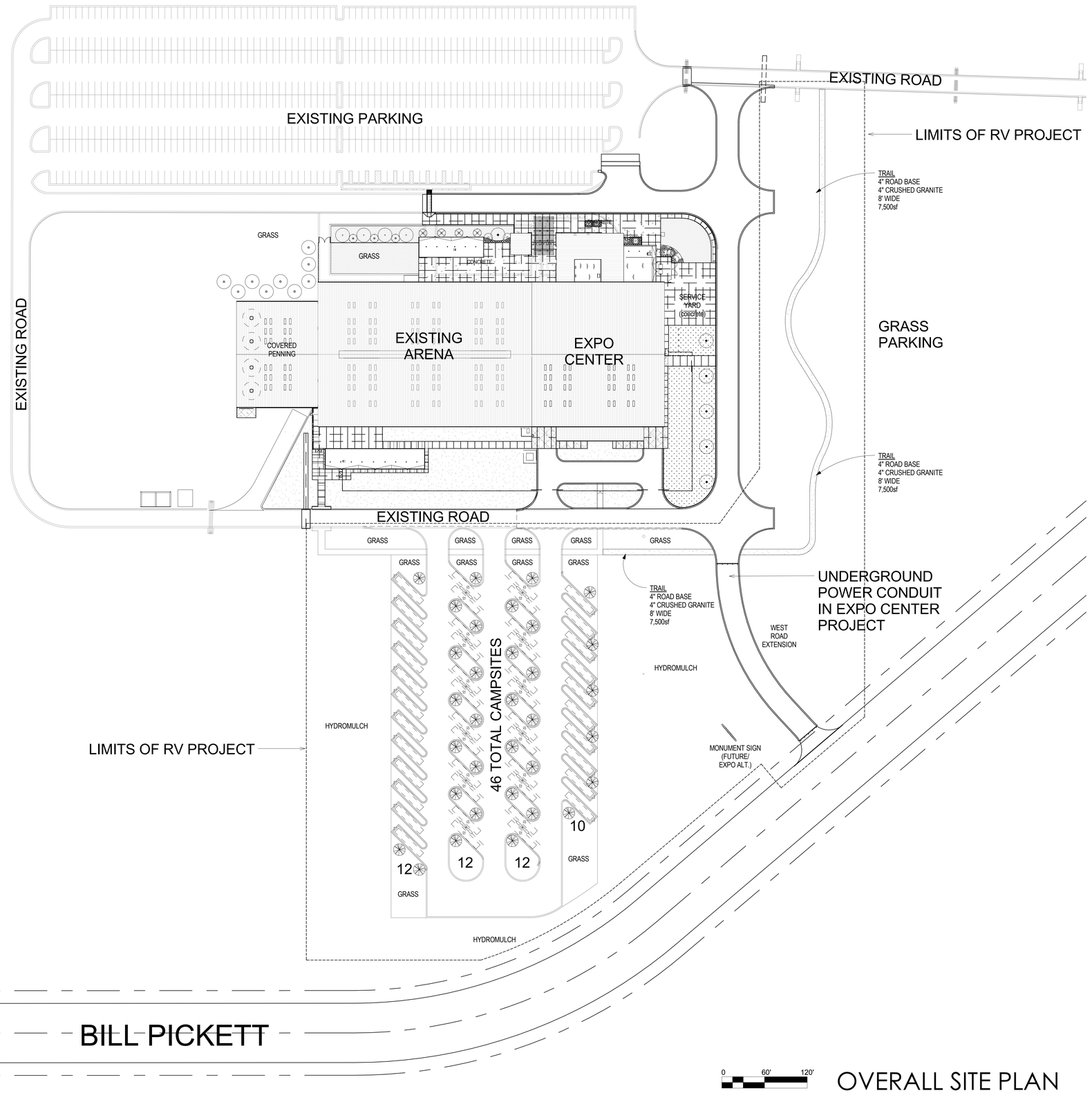
**MANDATORY ON-SITE MEETING**

**All A/E firms/teams submitting to this RFQ must attend an on-site meeting at 10:00 AM CST on January 11, 2017**, at the Williamson County Expo Center located at 210 Carlos G. Parker Boulevard, Taylor, Texas. At this time, A/E firms/teams will be able to ask any questions in reference to the project and/or RFQ.

**Technical Contacts:**

Clint Chitsey
General Manager
Williamson County Expo Center
210 Carlos G. Parker Boulevard,
Taylor, Texas.
512-238-2101
CLINT.CHITSEY@WILCO.ORG

Dale Butler
Project Manager
Williamson County Facilities Maintenance Division
3101 SE Inner Loop Rd
Georgetown, TX 78626
512-943-1636
dbulter@wilco.org

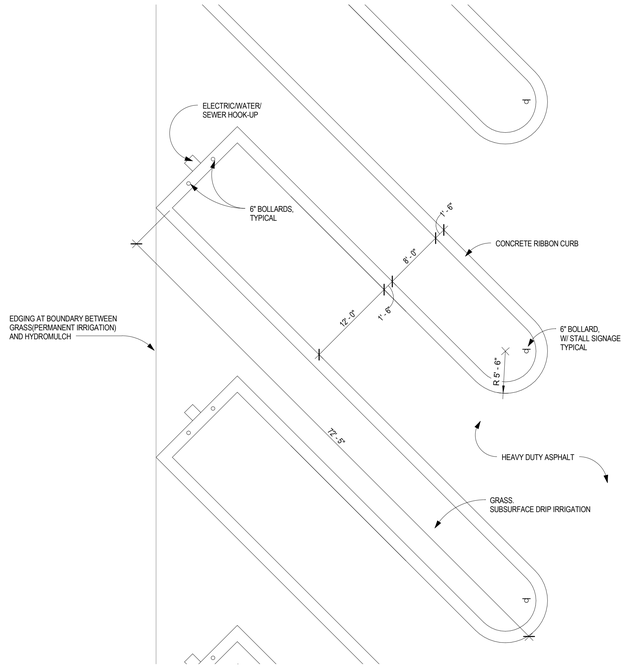



# OVERALL SITE PLAN

POPULOUS® HALFF HCE MODE design company

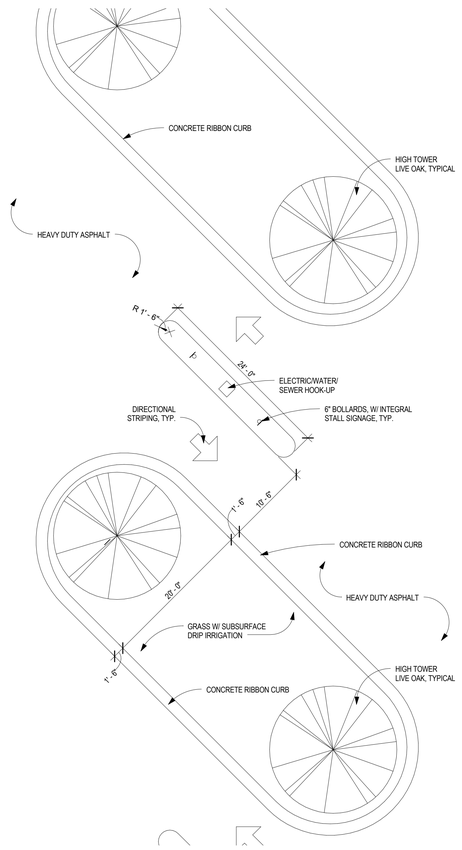
FOR CONCEPT ONLY - NOT FOR CONSTRUCTION

WILLIAMSON COUNTY RV PARK | 6/15/15 RV 1-1



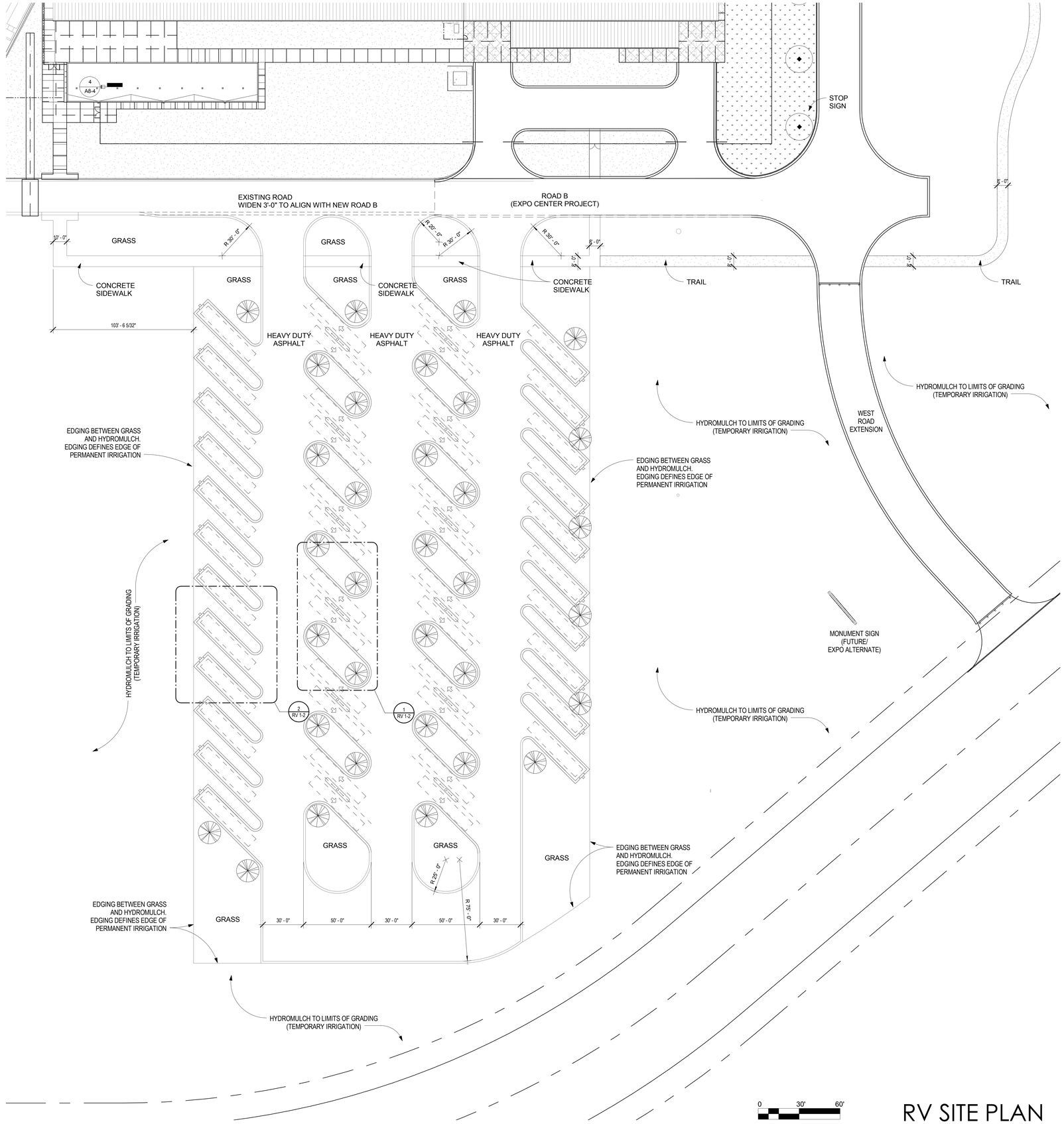

2 TYPICAL BACK IN PLAN

1/8" = 1'-0"




1 TYPICAL PULL THROUGH PLAN

1/8" = 1'-0"




0 30' 60'

RV SITE PLAN

POPULOUS® HALFF HCE MODE design company

FOR CONCEPT ONLY - NOT FOR CONSTRUCTION

WILLIAMSON COUNTY RV PARK | 06/15/16 RV 1-2

# INSTRUCTIONS FOR APPROVED PROJECTS

## Recreation Grant Programs

Revised September 2014

PWD BK P4000-1146

# TABLE OF CONTENTS

**SECTION 1** – INTRODUCTION ..... 1
Letter from the Director ..... 2
Grant Process Flow Chart ..... 3
Branch Directory ..... 4

**SECTION 2** – QUARTERLY STATUS REPORTS ..... 5
Quarterly Status Reports ..... 6

**SECTION 3** – LAND ACQUISITION PROCESS ..... 7
Acquisition Flow Chart ..... 8
Acquisition Methods ..... 9
Appraisal required ..... 11

**SECTION 4** – DESIGN/DEVELOPMENT PROCESS ..... 17
Design Construction Flow Chart ..... 18
Design Development Instructions ..... 19
Acknowledgment Signs ..... 24
Natural Area/Open Space/Wetland Resolution ..... 27

**SECTION 5** – REIMBURSEMENT PROCESS ..... 31
Reimbursement Flow Chart ..... 32
Grant Reimbursement Procedures ..... 33
Construction Methods ..... 37
Land Acquisition Reimbursement Checklist ..... 39
Reimbursement Request Checklist ..... 40
Project Close Out Checklist ..... 41
Reimbursement Forms ..... 42
I. Daily Work Record for Employees ..... 43
II. Weekly Work Record for Employees ..... 44
III. Daily Work Record for Volunteers ..... 45
IV. Weekly Work Record for Volunteers ..... 47
V. Equipment Listing ..... 48
VI. Certification for Donated Labor or Service ..... 50
VII. Certification for Reimbursement Request ..... 51
VIII. Sample Spreadsheet for Budget Summary ..... 52
IX. Sample Budget Summary ..... 53
X. Direct Deposit Authorization ..... 54

**SECTION 6** – AFTER GRANTS PROJECTS ARE COMPLETE ..... 55
Retention, Operation and Maintenance Responsibilities ..... 56

# Section 1

# INTRODUCTION

Dear Sponsor:

Congratulations! We are pleased that you have been awarded a grant under the Recreation Grants Program.

These instructions are designed to provide step-by-step directions for project administration until completion. We have provided several flow charts and a number of checklists I hope you will find helpful. We suggest you provide a complete copy of this set of instructions to the person who will be responsible on a daily basis for coordinating the grant for you.

We are excited to offer our new online grants management system. This is where you will be able to manage your project and upload required information. The system can be located at: https://tpwd-recgrants.fluidreview.com.

Also included is a directory of the Recreation Grants Branch Staff. We suggest that you schedule an individual pre-construction procedural meeting in order to discuss program acquisition, development, and reimbursement guidelines. Please schedule with the appropriate staff member or call us at 512/389-8224.

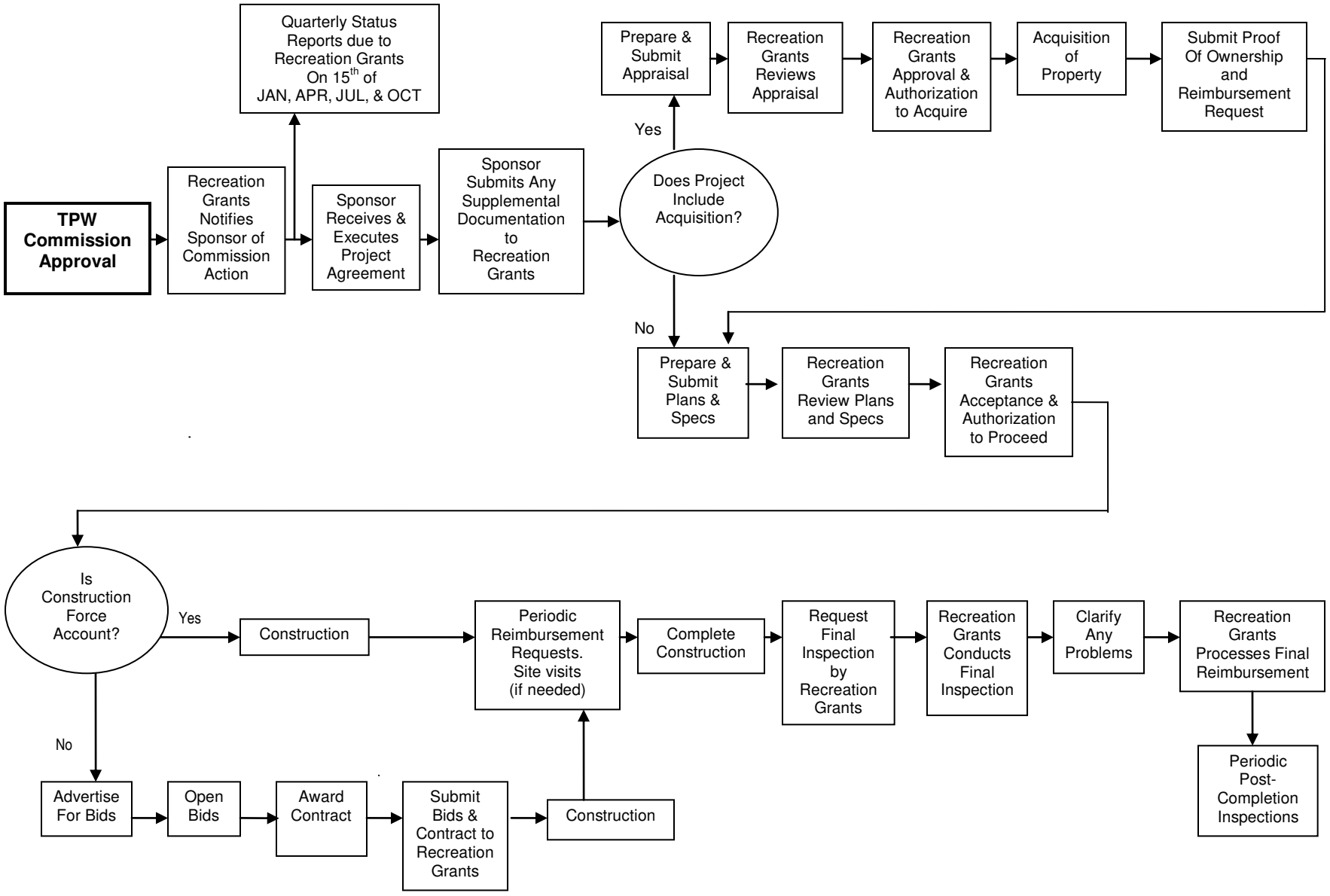
We look forward to the successful completion of the project and hope our partnership will be productive.

Sincerely,

Tim Hogsett, CPRP
Director
Recreation Grants Branch

TH:RR

# GRANT PROCESS FLOW CHART



# Recreation Grants Branch Directory

| **Mailing Address:**<br>Texas Parks & Wildlife<br>Recreation Grants Branch<br>4200 Smith School Road<br>Austin, Texas 78744 | **Office Location:**<br>Texas Parks & Wildlife<br>Recreation Grants Branch<br>1340 Airport Commerce Drive<br>Building 6, Suite 600A<br>Austin, Texas 78741 |
|---|---|
| **Website:** http://www.tpwd.state.tx.us/business/grants/<br><br>**Online Grants Management System:** https://tpwd-recgrants.fluidreview.com<br><br>**Email:** Rec.Grants@tpwd.state.tx.us<br><br>**Telephone:** (512) 389-8224<br>**Fax:** (512) 389-8242<br><br>**TPWD Main Numbers:** 1-800-792-1112 or (512) 389-4800 | |

**Tim Hogsett, Director** ..... 389-8224

**Local Park Grants Section Manager**.....……..389-8175

**Fiscal Section Manager**..... 389-8210

**Community Outdoor Outreach Program Manager** ..... 389-8745

**Non-TRPA Grants (Boating, Trail, & Pump-out) Manager** ..... 389-8128

**Office Manager** ..... 389-8775

# Section 2

# QUARTERLY STATUS REPORTS

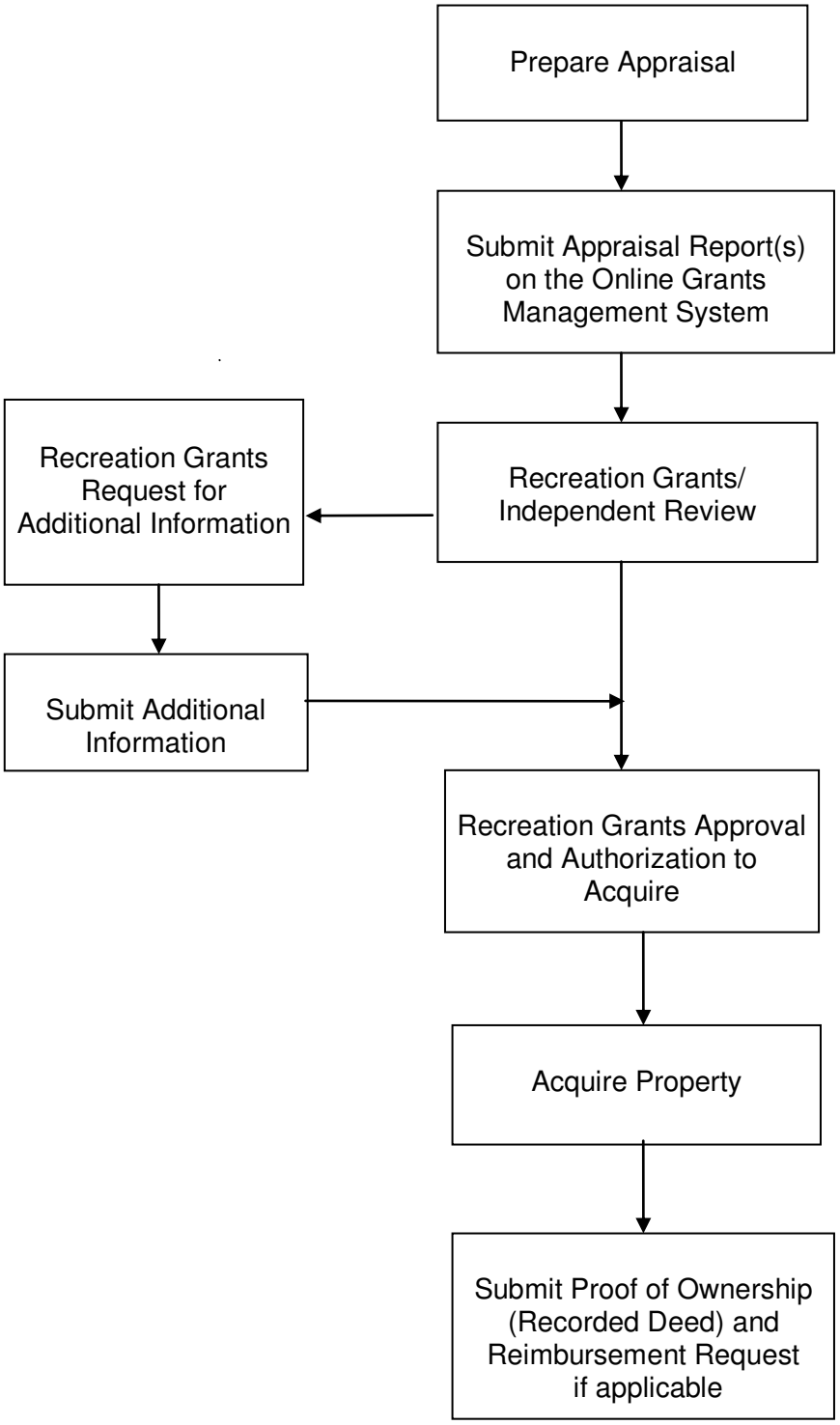
# Quarterly Status Reports

Quarterly status reports must be completed to the online grants management system at: https://tpwd-recgrants.fluidreview.com and should be provided **on or before the 15th of January, April, July and October.** Please discuss your progress with appraisal and land transfer negotiations, construction of project elements, reimbursement requests, any problems incurred, requested changes to the contract, and the feasibility of meeting compliance deadlines and project expiration date. You may upload photos showing the project progress to the quarterly status reports.

# Section 3

# LAND ACQUISITION PROCESS

# LAND ACQUISITION FLOW CHART



# ACQUISITION METHODS

1. **Methods of Acquisition.** Acquisition of land and water, or interests therein, may be accomplished through purchase, eminent domain, transfer, donation, sponsor owned non dedicated park land used as match. The Department encourages public policies and procedures for the acquisition of real property that are fair and consistent, and directed toward giving the property owner the full measure of compensation authorized by law, promptly, with a minimum of inconvenience, and without prolonged negotiation or costly litigation.

   Real property should be appraised before the initiation of negotiations. Program assistance will be based on the current fair market value of real property as established by an independent appraisal reviewed and approved by the Department. Property owners shall be afforded an opportunity to accompany the appraiser during the inspection of the property.

   If a partial taking would leave the owner with an uneconomic remnant, the sponsor shall offer to acquire the entire property.

   In determining the boundaries of a project, the sponsor should take into account human considerations, including the economic and social effects of the acquisition and subsequent development on owners and tenants in the adjacent area, in addition to engineering and other factors.

A. Acquisition by Donation. One appraisal report is required for all projects involving the donation of real property or interests therein for determination of matching share.

B. Acquisition by Purchase. The sponsor should contact the landowner to determine availability of the property. An appraisal should be prepared according to the Appraisal guidelines and submitted to the Department for review/approval.

C. Sponsor Owned Land Used as Match. An appraisal report is required to establish the level of program assistance, when sponsor owned, non-dedicated parkland is used as the local match.

D. Eminent Domain/Condemnation. When lands are acquired through judicial proceedings, the price determined by the court will be accepted by the Department. The Department, however, will not be obligated to match an amount higher than the approved support ceiling of the project. Every reasonable effort should be made to acquire real property by means other than eminent domain or condemnation. Condemnation should not be advanced or delayed in order to induce an agreement on price. If an agreement does not appear possible after a reasonable period of negotiation, the project sponsor may, if authorized by law, institute condemnation proceedings.

2. **Basis for Assistance.** Generally, the market value standard will be used as the basic measure of program assistance on acquisitions. Program assistance shall be based upon evidence of this value. When determined by the Department to be capital costs and when other pertinent conditions are met, any degree of long term interest in real property can be considered for matching aid, whether purchased by or donated to the project sponsor. Properly documented costs of severance damage may be matched. Severance damage is the diminution in value of the remaining land due to the particular land taken and is considered to be an inherent part of just compensation. The only incidental costs of acquisition which may be matched are appraisal and boundary survey costs for non-Land & Water Conservation Fund Projects.

3. **Department Action on Acquisition Documents.** The Department will review appraisal reports for adequacy and consistency. Other documents may also be checked to determine whether they adequately serve the purposes intended for them. Additional information, including a new appraisal, may be required when circumstances so warrant.

4. **Waiver of Requirements.** The Department may waive any of its documentation or payment requirements upon request or upon its own initiative, when in the opinion of the Department a requirement is not necessitated by law and does not reduce any protections provided by the Grants Manual. When such a waiver is given, the Department reserves the right to establish suitable and reasonable conditions under which the waiver may be operative.

## Additional Administrative Requirements

1. **Statement on Differences in Value.** An appraisal, if competently compiled by a qualified person, should be an acceptable estimate of property value; it cannot be assumed, however, to be an absolute statement of value. The approved appraisal value is a basis for helping establish the level of grant support.

2. **Reservations and Outstanding Rights.** In an effort to stretch the dollars spent, the project sponsor might wish to purchase less than fee simple title. This would be permissible when fee simple title is excessively expensive, and a lesser control of the area will not detract from the recreation use of the land and not have significant impact on the environment.

3. **The Department will not obtain a legal right or title to any area or facility acquired with Texas Parks and Wildlife assistance.**

4. **Evidence of Title.** The Department must have on file satisfactory evidence of the purchase price and a description of the character and nature of the title received by the sponsor before the Department reimburses grant funds. Evidence of title, such as the executed and recorded deed, title insurance, or other means considered reasonable and adequate, must also be available to the Department before requesting reimbursement.

   A survey may be required by the Department when there is reasonable doubt about the exact location of the boundary or of the size of the tract being acquired.

5. **Responsibility for Quieting Title or for Replacement of Properties Acquired with Defective Title.** The sponsor is responsible for quieting claims against title and for replacing property found to have defective title with other properties of equivalent value, usefulness, and location acceptable to the Department.

6. **Acquisition of Interest in Real Property.** The acquisition of easements, rights-of-way, etc., will be viewed in the same light as full takings. Documentation of value by appraisal will be the same. The project proposal should adequately explain why lesser interests are to be acquired.

7. **Acquisitions Involving Relocations.** The Department will not assist with relocation costs for persons displaced by grant-assisted property acquisition. It is the sole responsibility of the grant sponsor to bear these relocation costs. It is also the responsibility of the sponsor to follow the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act related to benefits and payments for displaced persons.

# APPRAISAL

**NOTE: In order to ensure the appraisal report contains the content required, the grant sponsor needs to provide the appraiser with a copy of these Appraisal guidelines.**

1. **Type of Appraisal.** The sponsor shall secure an appraisal of the appropriate type by a State of Texas Certified General Real Estate Appraiser for all real property to be taken. All work by the appraiser must conform to the current version of *Uniform Standards of Professional Appraisal Practice* (USPAP) and to the standards set forth below in "A." or "B." The appraisal will be submitted to the Department for review unless otherwise noted or requested. The value established by the appraisal report should not be older than one year from the date of its submittal to the Department for review.

   The type of appraisal required depends on the source of grant funding. When Federal Funds are involved, the standards under "A." apply. If only State Funds are involved, then the appraisal standards under "B." below apply.

   A. **Appraisal Standards – Federal Funds.** When Federal Funds are involved, standards for appraisals shall be those set forth in the current versions of USPAP and *Uniform Appraisal Standards for Federal Land Acquisition* ("Yellow Book") which can be found on the U. S. Department of Justice's internet website: **http://www.usdoj.gov/enrd/land-ack/.** Strict compliance with Yellow Book standards is required.

      Sponsors should be aware that the Yellow Book requires an appraisal which is more elaborate and more detailed than the typical appraisal assignment. Appraisal reports which are described as "summary" typically do not meet Yellow Book standards. Also, sponsors should bear in mind that most appraisers have never performed a Yellow Book appraisal. Due to the complexity of the requirements, most appraisers without Yellow Book experience have difficulty complying with them**. If sponsors decide it is necessary to hire an appraiser without previous Yellow Book experience, they should ensure that the appraiser has obtained a copy of the Yellow Book and examined it before submitting a fee proposal. Appraisal costs are not reimbursable for Land and Water Conservation Fund projects.**

   B. **Appraisal Standards – State Funds.** When State Funds are involved, the formality and detail of required documentation will be determined by USPAP and, as described below, by the value of the real property involved in each instance. Depending on value, the Department will require detailed appraisal reports, abbreviated appraisal reports, or written findings of value. A detailed appraisal is required for all projects involving the donation of real property or interests therein.

      (1) **Detailed Appraisal Report.** If an acquisition will cost more than $25,000 the project sponsor will apply the following appraisal requirements.

      The report on any individual property may vary depending upon the type of property under appraisal. Additional data may be required in the case of highly specialized properties. Items may be deleted as in the case of land valuation only. Generally, however, all items must be considered by the appraiser and included in the report unless otherwise requested and agreed to by the Department, and omissions must be explained by narrative.

      The Appraisal Report should cover the following:

(a) Opportunity to Accompany. Property owners (or a designated representative) shall be afforded an opportunity to accompany the appraisers during the inspection of the property. The appraisal report shall indicate whether or not the owner or representative accompanied the appraiser.

(b) Qualifications. Statement of qualifications (education, experience, professional memberships, publications, list of clientele, State of Texas Certification number, and date of expiration) of all appraisers and/or technicians contributing to the report.

(c) Statement of Limiting Conditions. The appraiser should provide clear concise statements of all assumptions and conditions, including the following specifics:

(i) That the title to the property is marketable,

(ii) That the appraiser assumes no responsibility for legal matters, and

(iii) That all data furnished by others are presumed correct.

(d) Purpose of the Appraisal. This shall include a definition of all values required and appraised, a statement of the property interest to be acquired (fee simple, surface estate, fraction of minerals, etc.) and the date of value.

(e) Identification of Property. Legal description of the whole tract and that portion to be acquired.

(f) City and Area Data. This data (mostly social and economic) should be kept to a minimum and include only such information as directly affects the property being appraised.

(g) Property Data.

(i) Site. Describe accessibility, road frontage (including front feet), soil, topography, views, vegetation, drainage (including flood plain), mineral deposits, easements, availability of utilities, hazardous substances, etc. If there is an indication that mineral deposits have more than a nominal commercial value, this fact shall be clearly stated.

(ii) Easements. Describe all known easements. If land is to be acquired over which the sponsor has limited control or use, such as land encumbered by easements, proper adjustments must be made in the appraisal to reflect the limited control. If no adverse easements exist, report should so state.

(iii) Improvements. This shall be by narrative description, including dimensions of principal buildings and/or improvements. A floor plan and location of each building is required.

(iv) Equipment. This shall be by narrative description including the condition of equipment.

(v) Condition. The actual age, current physical condition and any functional obsolescence shall be stated for each item or group appraised and, whenever applicable, the repair or replacement requirements to bring the property to usable condition.

(vi) Assessed Value and Annual Tax Load. Include the Central Appraisal District's estimated current market values for land and improvements, assessed values, tax rate and dollar amount of real estate taxes.

(vii) Zoning. Describe the zoning for the subject.

(viii) Restrictive Covenants. Describe any restrictive covenants or other land use regulations, for example the Endangered Species Act, affecting subject.

(h) Analysis of Highest and Best Use. The report shall state the highest and best use that can be made of the property (land and improvements and where applicable, machinery and equipment). The valuation shall be based on this use. In no case shall the land be appraised for one highest and best use and the value of the improvements added when they do not contribute to the fair market value of the land under the highest and best use. Such special purpose appraisals are not allowable.

Also, subdivision development should not be selected as a highest and best use in the absence of strong evidence that such use of the property would be feasible. The evidence required includes a detailed development plan showing streets, utilities, lot sizes and locations; market research to locate finished comparable lot sales; estimates of the time periods required to obtain approval of the subdivision plat and to complete construction of streets, utilities, drainage facilities, etc.; a detailed absorption study estimating a sell-out period for all the lots; a well-supported estimate of direct costs of development, including surveying, design, engineering, permitting, clearing, dirt work, sewers, storm drains, water lines, other utilities, streets, curbs and gutters; a detailed estimate of indirect costs including financing, insurance, real estate taxes, sales commissions and advertising, accounting, legal, closing costs, project supervision costs, developer's overhead and profit; a strongly supported estimate of an appropriate discount rate. The subdivision development approach to land value should not be utilized when sufficient comparable sales are available with which to reliably estimate land value by the sales comparison approach.

Additionally, recreation should only be selected as a highest and best use when private sector recreation sales are used as comparable sales. If no non-public recreation sales are available, a highest and best use other than recreation should be selected and supported with like-type comparables.

(i) Land Value. The appraiser's opinion of the value of the land shall be based upon its highest and best use, regardless of any existing structures and shall be supported by confirmed recent factual data (sales, contracts and offerings) of comparable, or nearly comparable parcels of land having the same or similar highest and best uses. Differences shall be weighed and explained to show how they indicate the value of the land being appraised.

(j) Value Estimate by Comparative (Market) Approach. All comparable sales used shall be confirmed by the buyer, seller, broker, or other person having knowledge of the price, terms and conditions of sale. Each comparable sale shall be weighed and explained in relation to the subject property to indicate the reasoning behind the appraiser's final value estimate from this approach.

For acquisitions which involve properties with man-made improvements, the following methodology must be followed by the appraiser for the valuation of such improvements.

i) If the highest and best use of the property is determined to be for "recreation":

(a') Fair market value must be justified utilizing private sector recreation properties as comparable sales.

(b') Improvements on the property which are for recreation (and are therefore potentially eligible for program assistance) must be valued at their "current depreciated value."

(c') Improvements on the property which cannot be utilized for recreation must be assessed for salvage/scrap value. (Such improvements are not eligible for grant support.)

(ii) If the highest and best use of the property is determined to be for "other than recreation":

(a') Improvements which are for "recreation use" must be assessed for their salvage/scrap value. (The salvage/scrap value can be eligible for grant support).

(b') Improvements which are for "other than recreation use" must be valued at their depreciated value. These improvements are eligible for grant assistance only if they are to be demolished/removed from the site, or if the improvements are to be utilized for (or in support of) recreation activities. To be grant supported, the improvements must either be handicapped accessible in their current state, or they must have the ability to be modified and made accessible, pursuant to state law requirements.

(k) Value Estimate by Cost Approach. This section shall be in the form of computational data, arranged in sequence, beginning with reproduction or replacement cost, and shall state the source (book, page and page date, if a national service) of all figures used. The dollar amounts of physical deterioration and functional and economic obsolescence, or the omission of same, shall be explained in narrative form. Developer's profit, if any is appropriate, shall be considered. This procedure may be omitted on improvements, both real and personal, for which only a salvage or scrap value is estimated.

(l) Value Estimate by Income Approach.

NOTE: The Department will not reimburse the sponsor for the value of land determined by the income approach method.

(m) Interpretation and Correlation of Estimates. The appraiser shall interpret the foregoing estimates and shall state the reasons why one or more of the conclusions reached in items (j) and (k) are indicative of the market value.

(n) Tabulation of History of Conveyance (property sales and transfers). Include parties to the transactions, dates of purchase, financing and amounts of consideration for three years prior to date of value, unless more years are specifically requested. Include, if the information is available, any offers to buy or sell the property under appraisal. Information to be reported shall include the appraiser's opinion as to whether the sale price in the more recent transactions represented market value at the time, and, if not, the reasons for the appraiser's conclusion. If the purchaser is a governmental entity, discuss whether its power of condemnation affected the sale price. An unsupported statement that the sale did not represent market value, or was not an arms-length

transaction, is unacceptable. Bearing in mind that a prior sale of the subject is frequently more comparable than a sale of any other property, explain how the transactions involving subject relate to the value conclusion stated in the report.

(o) Certification of Appraiser.

(i) He/she has personally inspected the property. Statement that the owner or representative had the opportunity to accompany the appraiser at the time of property inspection, and whether or not he/she accompanied the appraiser.

(ii) He/she has no present or contemplated interest in the property.

(iii) That in his/her opinion the market value of the taking as of _____
(Valuation date)
is $_____.

_____
(Signature)

(p) Exhibits and Addenda.

(i) Subject location Map. Include the city or area.

(ii) Comparable Map Data. Show geographic location of the appraised property and the comparable sales analyzed.

(iii) Comparable Data Details. A listing of sale price, property type, grantor, grantee, recording data, rights conveyed (fee simple, surface estate, fraction of minerals, etc.) sale date, financing, confirmation (person), present use, highest and best use, zoning, land size, shape, topography, mineral deposits, vegetation, flood information, and a brief narrative describing physical characteristics, public utilities associated with the land, deed restrictions, easements, and any other information deemed pertinent. Supply a photograph and plat for each comparable property.

(iv) Plat of subject. Include a metes and bounds description and/or a survey with legible dimensions..

(v) Floor Plans. Include when needed to explain the value estimate.

(vi) Photographs. Include photographs of site's road frontage, vegetation, views, topographic features, etc. Pictures shall show at least the front elevation of the major improvements, plus any unusual features. When a large number of buildings are involved, including duplicates, one picture may be used for each type. All graphic material shall include captions.

(vii) Other Pertinent Exhibits. Include as deemed appropriate.

**(2). Abbreviated Appraisal Report.** An abbreviated appraisal report, compiled by a qualified appraiser and adequately related to comparable sales, is acceptable for a parcel with a value estimate between $1,000 and up to and including $25,000. The abbreviated report should include:

(1) A brief description of the subject property to include physical characteristics, present use, zoning, public utilities associated with the land, deed restrictions, easements and any other pertinent information.

(2) A legal description of the real property to be acquired and a plat.

(3) State the property interest to be acquired (fee simple, surface estate, fraction of minerals).

(4) Assessed Value and Annual Tax Load. Include the Central Appraisal District's estimated current market values for land and improvements, assessed values, tax rate and dollar amount of real estate taxes.

(5) Tabulation of History of Conveyance (property sales and transfers). Include parties to the transactions, dates of purchase, financing and amounts of consideration for three years prior to date of value, unless more years are specifically requested. Include, if the information is available, any offers to buy or sell the property under appraisal. Information to be reported shall include the appraiser's opinion as to whether the sale price in the more recent transactions represented market value at the time, and, if not, the reasons for the appraiser's conclusion. If the purchaser is a governmental entity, discuss whether its power of condemnation affected the sale price. An unsupported statement that the sale did not represent market value, or was not an arms-length transaction, is unacceptable. Bearing in mind that a prior sale of the subject is frequently more comparable than a sale of any other property, explain how the transactions involving subject relate to the value conclusion stated in the report.

(6) An analysis and statement of the property's highest and best use.

(7) Supporting data, including two or three comparable real property sales, a brief analysis of those sales, and a map showing their locations relative to the land to be acquired.

(8) The appraiser's certification and signature. See Item 5.B.(1) (o) Certification of Appraiser.

(9) The date the value estimate applies.

(10) Statement of qualifications (education, experience, professional memberships, publications, list of clientele, State of Texas Certification number, and date of expiration) of all appraisers and/or technicians contributing to the report.

(11) Location Map. Include the city or area.

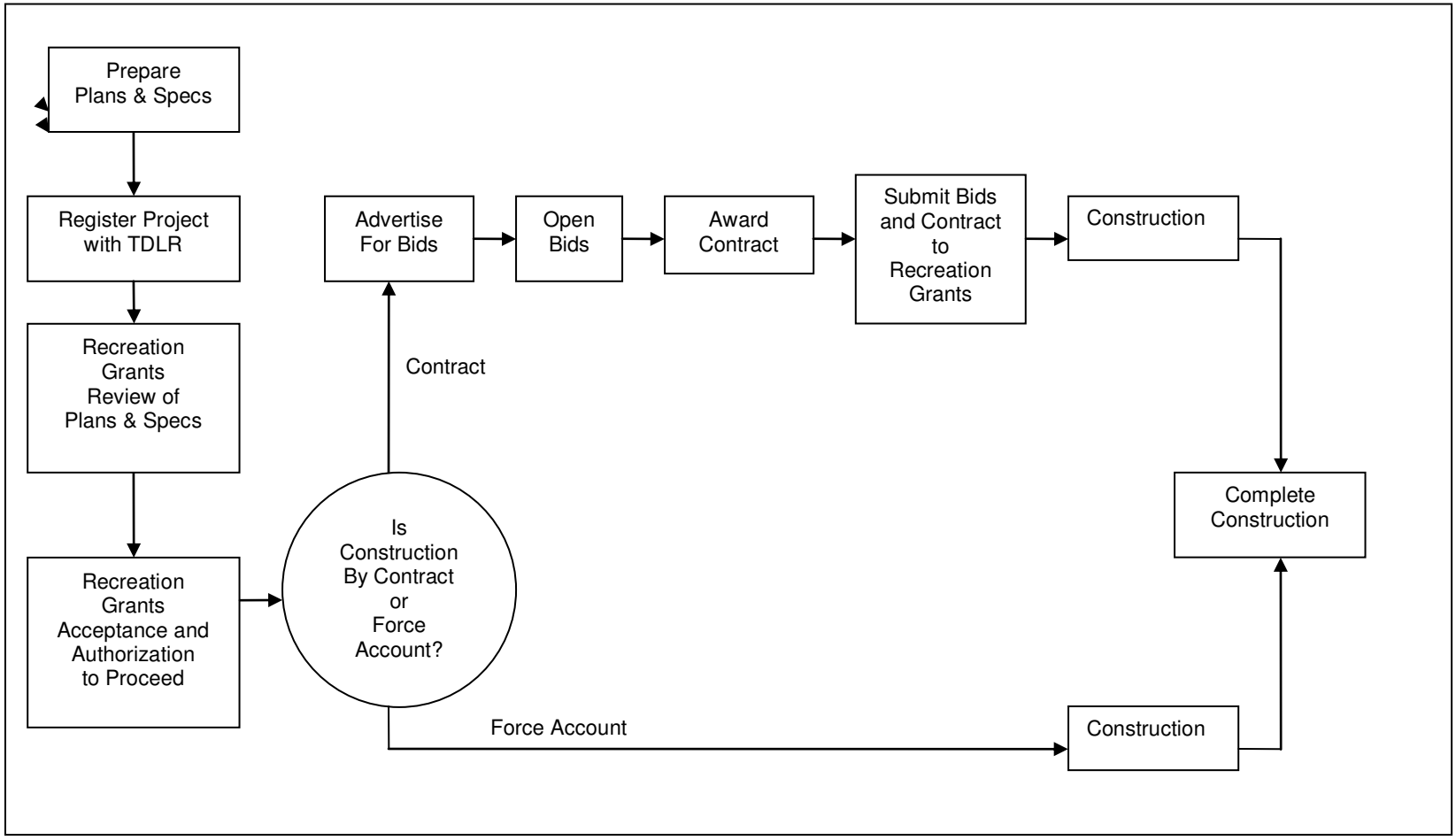
(12) Boundary Map (Plat). Include a metes and bounds description or survey with legible dimensions..

**(3). Finding of Value.** Where a parcel has a value of $1,000 or less and the expense of an appraisal would be disproportionate to its benefit, a written finding of value by a qualified appraiser will be acceptable for approval. This finding of value can be based on the individual's knowledge of land values, but should include a statement of the appraiser's experience and qualifications, including a short description of the factors considered and the means by which a conclusion was reached. These statements should be sufficiently detailed so as to enable the Department to judge their respective merits.

# Section 4

# DESIGN/DEVELOPMENT PROCESS

# DESIGN/DEVELOPMENT FLOW CHART



# DESIGN/DEVELOPMENT INSTRUCTIONS

This section contains instructions for projects which will develop recreation facilities. Included are the elements required for submission of plans and specifications, requirements for handicapped accessibility, and instructions for the required program recognition signs.

## PLANS AND SPECIFICATIONS

The Recreation Grants Staff reviews all plans and specifications. Plans and specifications must be uploaded on our Online Grants Management System at: https://tpwd-recgrants.fluidreview.com.

Plans and specifications will not be considered for review unless they bear the registration seal and signature of the designer, who is reminded that ethically his seal should appear only on documents for which he is personally responsible for and technically proficient. All plans and specifications must be accepted by the Department prior to awarding of the construction contract, or if by Force, the construction of the elements.

Permits or letters of approval from other applicable state agencies must accompany upload, if not furnished previously. (Examples: Texas Historical Commission for archaeological clearance, Army Corps of Engineers evaluation & permit, U.S. Fish & Wildlife survey & permit.)

Bid proposals must identify costs of any portion of the work not supported by Fund assistance. These costs must be easily separated for audit purposes.

Plans and specifications are not required on items such as playground equipment, picnic tables, and benches to be purchased; however, the manufacturer's name and model number must be furnished. Plans and specifications for the installation must also be uploaded.

## TYPES OF REVIEW ACTION

The sponsor will be informed of the result of the Department review:

1. Accepted as submitted;

2. Conditional Acceptance;

3. Accepted certain portions as submitted or noted; or

4. Not Accepted pending resubmittal.

**PLANS REVIEW TIMING**

A minimum of thirty (30) days should be allowed for review. Consultation or applicant conferences with review personnel regarding the plans will be by appointment.

**DEPARTMENT PLANS REVIEW LIMITS**

The Department staff is a reviewing body only, and may not act as designers nor furnish detailed estimates.

**ACCESSIBILITY REQUIREMENTS**

Projects are required to comply with the Texas Accessibility Standards (TAS) established by the Texas Department of Licensing and Regulation (TDLR) under the Elimination of Architectural Barriers Act, Texas Government Code, Chapter 469 and Texas Occupations Code, Chapter 51. Contact TDLR at:

http://www.license.state.tx.us/ab/abtas.htm

Elimination of Architectural Barriers Program
Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
1-877-278-0999

**CIVIL RIGHTS REQUIREMENTS**

The contractor is required to comply with regulations issued pursuant to the Civil Rights Act of 1964 with respect to nondiscrimination in assisted programs of the Department.

The following provisions, known as the EQUAL OPPORTUNITY CLAUSE are to be incorporated verbatim in each contract and must be included in the plans and specifications submitted for TPWD review.

"During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended in 3 CFR 169 (1974), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of Paragraphs 1 and 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States."

**CONTRACT AND BOND REQUIREMENTS**

Contracts awarded under the grant are required to follow Texas competitive bidding procedures in accordance with Local Government Code Chapters 252, 262, and 375.

Standard construction practices recommend a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

Pursuant to the Texas Uniform Grant and Contract Management Act, the following minimum requirements apply to all contracts exceeding $50,000 in total value:

1. A Performance Bond on the part of the contractor for 100 percent (%) of the contract price. A Performance Bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such a contract.

2. A Payment Bond on the part of the contractor for 100 percent (%) of the contract price. A payment Bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

3. In lieu of the bond requirements for contracts less than $50,000 a provision that no money will be paid to the contractor until completion and acceptance may be included in the contract.

The sponsor shall include, in addition to provisions to define a sound and complete contract agreement, the following provision in all contracts:

1. Contracts shall contain such contractual provisions or conditions which will allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

2. All contracts, amounts for which are in excess of $10,000 shall contain suitable provisions for termination by the sponsor including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated or default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

**WAGES**

Contractors are required to comply with the Texas prevailing wages requirements established in Government Code Ch. 2258.

**WORKERS' COMPENSATION**

The sponsor shall comply with the Reporting Requirements for Building or Construction Projects for Governmental Entities of 28 TAC 110.110.

Additional information regarding these requirements may be obtained from:

Texas Department of Insurance
Division of Workers' Compensation (DWC)
7551 Metro Center Drive, Suite 100
Austin, TX 78744-1609
512/804-4000
http://www.tdi.state.tx.us/wc/indexwc.html

**PERMITS**

The sponsor shall insure that all applicable permits or approvals have been obtained prior to construction. A copy of these approvals or permits shall be provided to the Department. Examples include, but are not limited to:

1. Comptroller of Public Accounts for tax permits
2. Corps of Engineers Permit for construction in water of the United States
3. Texas Department of Health approval of new water or sewage systems
4. Texas Commission on Environmental Quality for storm water and air permitting

## Native Planting Requirement

In order to encourage the use of native plants, grant funds will not be allowed toward the purchase and plantings of any non-native or invasive plant species. An exception to native plantings is made in circumstances such as in the grass turf that can be contained in the baseball field, though thought here should also be given to native alternatives. Additional information regarding native plants can be found at http://tpid.tpwd.state.tx.us/ as well as at http://www.wildflower.org/plants/ a native planting list if applicable is required to be submitted through the online grants management system at: https://tpwd-recgrants.fluidreview.com.

# ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are required for all approved acquisition and construction projects. Signage requirements include a temporary sign which should be displayed throughout the activity stages of a project (once land acquisitions are complete – if applicable), and a permanent sign or plaque which must be installed and maintained at the site.

Costs for program acknowledgement signs are reimbursable for approved projects if included in the "Budget Summary."

Examples of both temporary and permanent acknowledgement signs for **state funded projects** are shown below. Information shown on the examples is the minimum information required.

**TEMPORARY SIGN (Minimum Size – 4' x 8')**

The (City/County/District) of _____
Public Recreation Site (Acquisition/Development) Project
Funding assistance from a portion of the state sales tax on sporting goods
Through the LOCAL PARK GRANT PROGRAM
Administered by Texas Parks & Wildlife Department

| | | FUNDING |
|---|---|---|
| State of Texas | 50% | $ 500,000 |
| (City/County/District) | 50% | $ 500,000 |
| Total Project | | $ 1,000,000 |

**PERMANENT SIGN OR PLAQUE (Minimum Size – 18" x 24")**

TEXAS PARKS & WILDLIFE

A TEXAS LOCAL PARK GRANT PROJECT

Funded in part from a portion of the state sales tax on sporting goods

Administered by Recreation Grants Branch

Use these samples **only for projects supported with Local Park Grant Program** funds.

## LAND AND WATER CONSERVATION FUND

## PROJECT ACKNOWLEDGEMENT SIGNS

On-site program acknowledgement signs are required for all approved acquisition and construction projects. Signage requirements include a temporary sign which should be displayed throughout the activity stages of a project (once land acquisitions are complete – if applicable), and a permanent sign or plaque which must be installed and maintained at the site.

Costs for program acknowledgement signs are reimbursable for approved projects if included in the "Budget Summary."

Examples of both temporary and permanent acknowledgement signs for **federally funded** projects are shown below. Information shown on the examples is the minimum information required.

### TEMPORARY SIGN (Minimum Size – 4' x 8')

The (City/County/District) of _____
Public Recreation Site (Acquisition/Development) Project

With Funding Assistance through
LAND AND WATER CONSERVATION FUND
U.S. Department of the Interior, National Park Service
Administered by the Texas Parks & Wildlife Department

| | FUNDING | |
|---|---|---|
| Land and Water Conservation Fund | 50% | $ 500,000 |
| (City/County/District) | 50% | $ 500,000 |
| Total Project | | $ 1,000,000 |

### PERMANENT SIGN OR PLAQUE (Minimum Size – 18" x 24")

TEXAS PARKS & WILDLIFE

A LAND AND WATER CONSERVATION FUND PROGRAM PROJECT

Funding Assistance through
U.S. Department of the Interior, National Park Service
Administered by Texas Parks & Wildlife Department

**Use LWCF wording only if notified by the Department that a project will receive federal funding.**

## BOATING ACCESS

### TEMPORARY SIGN (Minimum Size – 4' x 8')

THE (CITY/COUNTY/DISTRICT) OF (SPONSOR'S NAME)

A PUBLIC BOATING ACCESS SITE AIDED BY

THE FEDERAL AID IN SPORT FISH RESTORATION ACT

Funded by Federal Gasoline Taxes Paid by Recreational Boaters

ADMINISTERED BY
TEXAS PARKS AND WILDLIFE DEPARTMENT
FOR THE
U.S. DEPARTMENT OF THE INTERIOR/FISH & WILDLIFE SERVICE

| FUNDING | | |
|---|---|---|
| Federal Aid | 75% | $300,000 |
| (City/County/District) | 25% | $100,000 |
| Total Project | | $400,000 |

### PERMANENT SIGN OR PLAQUE (Minimum Size – 10" x 12")

TEXAS PARKS & WILDLIFE

**Project Name**

SPORT FISH RESTORATION

A Federal Aid In Sport Fish Restoration Act Project
Funded by Federal Gasoline Taxes paid by Recreational Boaters
Sponsored By
The City/County/District of (Sponsor's Name)
Texas Parks & Wildlife Department
U.S. Department Of Interior/Fish & Wildlife Service

## ***SAMPLE*** **RESOLUTION #1 – NATURAL AREA/OPEN SPACE/WETLAND**

CERTIFICATE

THE STATE OF TEXAS

COUNTY OF XYZ

I, Jane M. Doe, being the current City Clerk of the City of XYZ, Texas, do hereby certify that the attached is a true and correct copy of Resolution No. R01-28, passed and approved by the City Council of the City of XYZ, Texas, on the 12th day of July, 20XX, and such Resolution was duly passed and approved at a meeting open to the public and notices of the meeting, giving the dates, place and subject matter thereof, were posted as prescribed by Government Code Section 551.043.

Witness my hand and seal of office this 12th day of July, 20____.

_____
Jane M. Doe
City Clerk

## ***SAMPLE*** **RESOLUTION #2 – NATURAL AREA/OPEN SPACE/WETLAND**

**RESOLUTION NO. ###**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF XYZ, TEXAS, DEDICATING FIVE (5) ACRES OF PARKLAND ALONG THE CREEK/DRAINAGE WAY IN THE XYZ COMMUNITY PARK AS DESCRIBED IN EXHIBIT (A) ATTACHED AS NATURAL AREA/OPEN SPACE/WETLAND FOR PERPETUITY, AS REQUIRED BY THE TEXAS PARKS AND WILDLIFE DEPARTMENT; APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER AND MAYOR; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the XYZ City Council desires to provide quality park facilities for the residents of XYZ; and

**WHEREAS,** the City of XYZ has obtained a grant from the Texas Parks and Wildlife Department for the development of a community park and desires to comply with all of the requirements set forth in the grant.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF XYZ, TEXAS THAT;**

**SECTION 1.** In order to fulfill the requirements of the Texas Parks and Wildlife Department's grant to the City of XYZ, the City Council of XYZ, Texas hereby designates five acres of parkland in the XYZ Community Park for Natural Area/Open Space/Wetland

**SECTION 2.** The Mayor of the City of XYZ, along with the City Manager, are hereby authorized to execute the appropriate documents approving the terms and conditions of the agreement with the Texas Parks and Wildlife Department.

**SECTION 3.** Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 5.** This Resolution shall take effect immediately from and after its passage and it is so duly resolved.

**DULY PASSED AND ADOPTED** by the City Council of the City of XYZ, Texas, on this the 12th day of July, 20XX.

**APPROVED:**

_____
John M. Smith, Mayor
XYZ City Council

**ATTEST:**

_____
Jane Doe, Interim City Secretary

**APPROVED AS TO FORM:**

_____
Robert Lawyer, City Attorney

## ***SAMPLE*** **RESOLUTION #3 – NATURAL AREA/OPEN SPACE/WETLAND**

### EXHIBIT "A"

Please use copy of Official Site Plan/Boundary Map
Showing the location of the Natural Area/Open Space/Wetland

And/Or

Include a Metes and Bound Description specifically outlining the boundaries of the Natural Area/Open Space/Wetland.

## ***SAMPLE*** **EXHIBIT "A"**

Being a parcel or tract of land situated about 1-1/3 miles southwest from the public square of Sulphur Springs in Hopkins County, Texas, a part of the Jose Y'Barbo Survey, A-1102, and described by metes and bounds as follows:

**BEGINNING** at a point in the east boundary line of that certain 27-acre tract of land set aside to Robert E. Lanier in deed of partition dated April 17, 1972, from Carrie Sue Lanier et al, to each other, of record in Vol. 340, page 281, Deed Records of Hopkins County, Texas, South 1 deg. 20 min, east 208.7 feet from the northeast corner of the aforesaid 1-acre tract devised to George Walter Greenway;

**THENCE** South 89 deg. 10 min. west with the south boundary line of the aforesaid 1-acre tract, 208.7 feet to the southwest corner of said 1-acre tract, for the northwest corner of this tract;

**THENCE** South 1 deg. 20 min. east and parallel with the east boundary line of said 27-acre tract, 208.7 feet to a point for the southwest corner of this tract;

**THENCE** North 89 deg. 10 min. east and parallel with the north boundary line of said 27-acre tract 208.7 feet to a point in the east boundary line of said 27-acre tract, for the southeast corner of this tract;

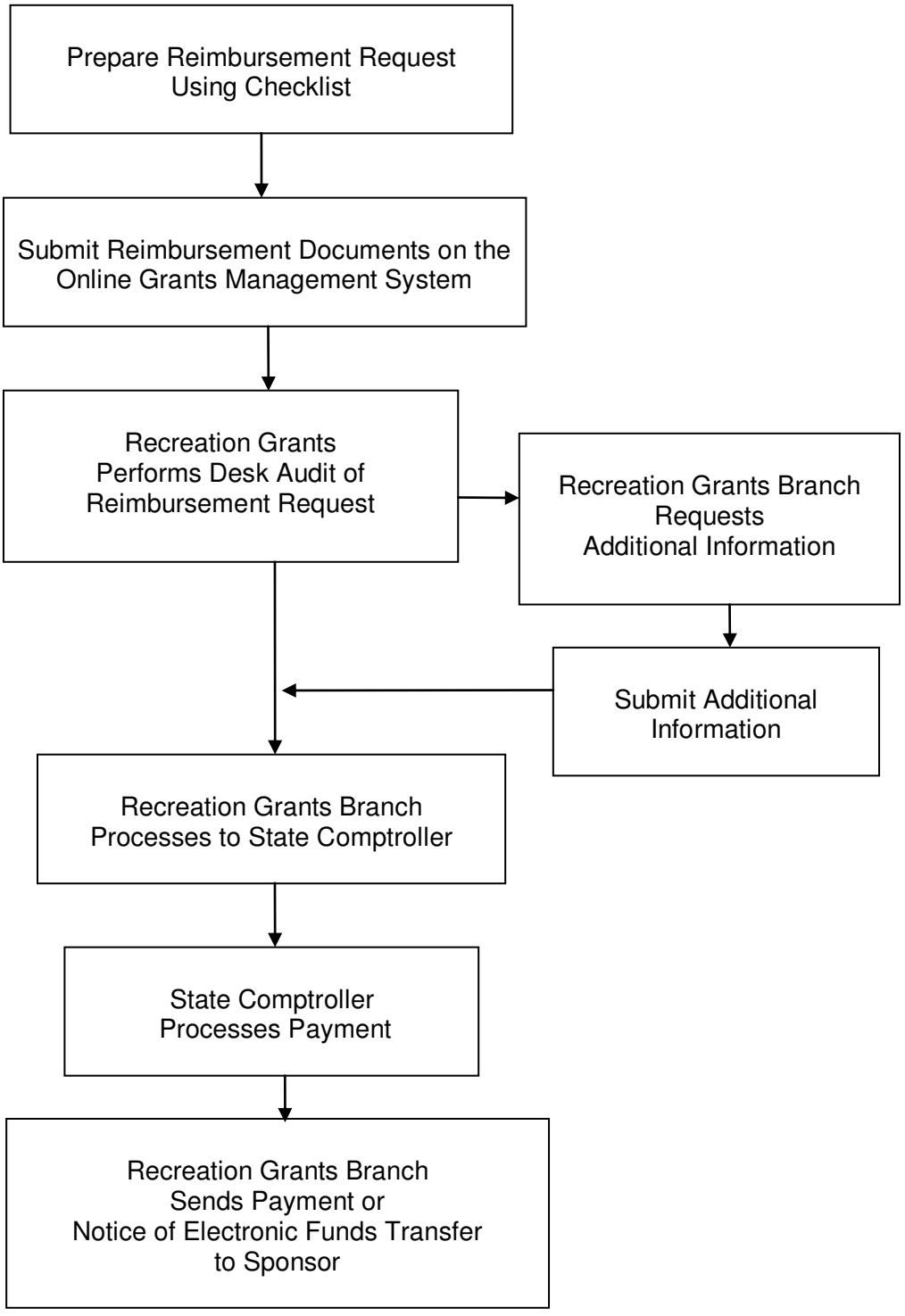
**THENCE** North 1 deg. 20 min. west with the east boundary line of said 27-acre tract, 208.7 feet to the place of beginning.

(THIS DOCUMENT STAMPED AND RECORDED AT THE COUNTY COURTHOUSE)

# Section 5

# REIMBURSEMENT PROCESS

# REIMBURSEMENT FLOW CHART



# GRANT REIMBURSEMENT PROCEDURES

The following information is a general outline of the procedures for requesting reimbursement under the recreation grant programs. Reimbursement is made only after the sponsor has accomplished the work and made the expenditure. **Reimbursement requests are required to be submitted through the online grants management system at: https://tpwd-recgrants.fluidreview.com.**

It is requested that sponsors submit reimbursement requests on a regular basis, quarterly if possible, to prevent large outstanding grant balances. For example, the Recreational Trail Program grants are federal funds administered by the Federal Highway Administration (FHWA). There is an emphasis from FHWA that the funds be utilized in a timely manner. If reimbursement requests are not submitted in two (2) consecutive quarters, the project will appear on a FHWA "inactive list" and the project sponsor will be required to justify why the project is not progressing. Projects that are "inactive" and have no financial activity for more than three (3) quarters may have their funding de-obligated and rescinded by FHWA.

Project sponsors should be aware of their project agreement expiration date. Expenses incurred after the expiration date are not eligible for reimbursement. Adherence to these procedures will be considered in evaluating your eligibility for future grants.

IF ASSISTANCE IS REQUIRED, PLEASE CONTACT THE FISCAL SECTION OF THE RECREATION GRANTS BRANCH.

## GENERAL REIMBURSEMENT INFORMATION

Since projects differ in scope, the information contained herein can only be of a general nature. These procedures are for sponsor use in submitting reimbursement requests for work completed.

A Reimbursement Request Checklist is included for review when submitting reimbursement requests. If the eligibility of an expenditure item is not addressed in these guidelines, please contact the Recreation Grants Fiscal Section.

In general, the Department will reimburse up to 95% of grant funds before a final inspection of the project. Please advise the Recreation Grants Branch, in writing, at the time the final reimbursement request is submitted so that the Department can schedule the final inspection. Please refer to the Project Closeout Checklist for further guidance.

The sponsor is required to retain financial records for three (3) years after the final reimbursement. The sponsor's records are subject to audit.

## SINGLE AUDIT

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB Circular A-133 for federally funded projects, if applicable. A copy of this audit report must be uploaded on the online grants management system or provide the link to where the report is located. Contact Recreation Grants for any questions regarding this audit.

**ALLOWABLE EXPENDITURES**

Costs must be necessary and reasonable for proper and efficient operation of the grant project, be an allowable expense toward project construction, and not be a general operating expense required to carry out the overall responsibilities of state or local government.

Expenditures must be authorized (or not prohibited) under state or local laws and regulations.

Expenditures must conform to the limitations of manuals, state law, federal law, or other governing limitations in the agreement as to type or amount of costs.

Matching reimbursement of Professional Services is limited to 12% of the total grant construction estimate amount. This allows the Department to allocate more funds to recreational facilities. Environmental survey costs may be considered above the 12% professional services limit on a case-by-case basis. Design fees will not be reimbursed until project construction plans and specifications have been reviewed and accepted by the Department.

Appraisal costs are allowable up to 5% of appraisal value or maximum of $10,000.00, whichever is less. **Appraisal costs are not reimbursable for Land and Water Conservation Fund projects.**

The sponsor will be notified if eligible expenses are disallowed. Items disallowed may be paid on the next reimbursement request if the sponsor provides the information requested and if expenses are justified.

**NON-ALLOWABLE EXPENDITURES**

Expenditures must not be charged or eligible to be charged to any other grant-financed program unless permitted by guidelines administering that particular program.

Ceremonial or entertainment expenses

Expenses for publicity (except for competitive bid advertisement)

Charges for deficits or overdrafts

Taxes for which the sponsor is not liable to pay

Interest expenses

Damage judgments arising out of the acquisition, construction, or equipping of a facility, whether determined by judicial decision, arbitration, or otherwise

Incidental costs relating to acquisition of real property and of interests in real property, such as the cost of legal fees and relocation costs

Operation and maintenance costs of recreation areas and facilities

The value of personal properties, unless specifically approved in advance by the Department

Cost of discounts not taken and finance charges

Employee facilities, including residences, appliances, office equipment, furniture, and utensils

Donations or contributions made by the sponsor, such as to a charitable organization

Salaries and expenses and other administrative costs of a political subdivision, not related to project construction

Fines and penalties

Appraisal Costs (for Land and Water Conservation funded projects)

Any costs related to the collection of an unpaid debt

Indirect costs (unless otherwise specified)

**SUPPORTING DOCUMENTS**

1. **Bid Advertisement and Tabulation**
   A copy of the published bid advertisement and the tabulation of all bids received are required. If applicable, provide justification for not going with the lowest bid. Please contact staff if you have questions.

2. **Contract Documents**
   A copy of the executed contract(s), and all change orders issued on the contract must be submitted.

3. **Invoices**
   The invoice must identify the project element for which materials or services are being used. For example, if a portion of the invoice is for water system and the other portion for electrical system, a break out of each element must be noted.

4. **Contractor's Application for Payment**
   A copy of the contractor's application for payment (including detail sheets) or voucher must be submitted.

5. **Proof of Payment**
   Adequate proof of payment, such as cancelled checks, bank statements, or wire transfers are required for proof of payment. The amount charged to the grant project must be clearly defined

6. **Force Account Records**
   When force account costs are reported, the sponsor may use either the Department's Work Record form or their local work records, including computer information, providing required data is submitted with each reimbursement request. (It is recommended that the sponsor receive prior format approval.) Copies of payroll checks are not necessary, provided all time sheets are certified by the foreman or responsible official. Payroll records are subject to audit at the Department's discretion.

   **A) Personnel:** The disbursements for this section of the form will be obtained from the sponsor's payroll records. Total work hours consolidated weekly or monthly will not be accepted. Work records must define actual days and hours worked. Daily Work Records are for the sponsor's use; only submit the Weekly Work Record designating days worked to the Department.

   **B) Equipment:** A brief description of the equipment, including costs code number assigned, hours/miles used, the established average rate, and total cost is needed.

   **C) Recapitulation:** Recapitulation section as shown on the Daily Work Record is to be used for totals of each item. The "Miscellaneous" column may be used for fringe benefit percentage.

D) **Certification:** The work record must be certified by the sponsor. (Individuals donating labor must sign the work record form as certification.)

7. **Certification of Donated Labor or Service**
When an individual is donating labor or service in their specialized trade such as electrician, brick layer, carpenter, etc., a "Certification of Donated Labor or Service" must be completed and submitted with the signed work record for reimbursement.

8. **Spreadsheet**
An accounting spreadsheet prepared by the sponsor is required with each reimbursement request. The purpose of this spreadsheet is to allocate project expenditure costs for the billing period to the appropriate project element. The spreadsheet will aid the Department in expediting payments.

9. **Budget Summary**
A copy of the Budget Summary will be provided by the Department. The reported costs of the Budget Summary are the actual project costs to date. The total of the "Construction" section will show actual costs, and retainage should be deducted from this total, if it applies, on each summary report. The summary will be used for reconciliation of reimbursement requests between the sponsor and the Department. The amounts listed in the Estimate/Approved column for each construction element item are estimates only and are not the limits that may be expended per line item. However, reimbursement will not exceed total project agreement cost.

   Because a contractor's bid seldom identifies all the construction elements, consultation with the contractor or architect-engineer is usually necessary for proper allocation of costs to the project elements. If bids contain work items not in the grant project, they must be identified for audit purposes. On a unit price bid, it is requested that the sponsor identify the Budget Summary construction elements for each bid item.

10. **Materials Purchasing:** Copies of the Purchase Order or Requisition for materials and equipment will be provided with the cancelled check and invoice when requesting reimbursement.

    Purchases made to one vendor over a short period of time, and which exceed the minimum bidding requirement amount, will be considered as falling under competitive bidding laws and will not be reimbursed unless proper bid procedures are followed. When a purchase is made under competitive bidding guidelines, submit a copy of the specifications, advertisement for bid, bid tabulation, and executed contract for Department review and approval. Prior to awarding a contract to other than the lowest bidder, the sponsor must submit in writing, for Department approval, justification as to why the purchase should not be awarded to the lowest bidder.

11. **Equipment Rental:** Lease or rental charges on equipment are allowable when it is determined that such an arrangement is the most efficient and economical. Equipment that is rented to the sponsor by private contractors may be charged to the grant fund program on an actual cost basis, provided that these rates are equal to those charged to all other users. Adequate cost records must be maintained to support these rates.

12. **In-Stock Materials:** If the sponsor uses materials from warehouse stock, a list must be furnished to the Department giving description of materials, cost of material, and for what construction element the materials were used. Materials must be at actual cost, less discounts, rebates, etc., with no profit to the sponsor. The sponsor must maintain inventory, and auditable cost accounting records or confirmation of material cost must be furnished to the Department.

# CONSTRUCTION METHODS

## CONTRACT BID CONSTRUCTION

Political subdivisions must comply with the Local Government Code Chapters 252, 262, and 375 requirements governing advertisement of bids. It is the responsibility of the sponsor to adhere to all local, state, and federal laws and regulations regarding bidding procedures. These procedures generally require award of a construction contract to the lowest qualified bidder. If applicable, the sponsor must submit written justification as to why the contract should not be awarded to the lowest bidder; the Department must concur with the justification. The Department requires that a copy of the bid advertisement and the tabulation of all bids received before reimbursing any contract expenditures. Executed Contract change orders relating to construction of grant elements must be forwarded to the Department for review.

Not for profit sponsors of funded projects must, at minimum, follow these purchasing requirements:

Amount up to $5000.00
- No bids required

Amount $5000.01 to $25,000.00
- Informal Bids: Requires a minimum of three (3) listed bids. These can be telephone or other verbal bids. The bid, name of person submitting the bid and their contact information must be recorded and submitted with the reimbursement request.

Amount $25,000.01 and over
- Formal Bids: Requires a formal written bidding process. Sealed bids must be solicited for at least three (3) days in a newspaper of general circulation in the area in which the project is located. Proof of publication and the written bid received must be maintained by the grant sponsor for audit purposes.

Multiple purchasing is not permitted to avoid the bidding process. For example, purchasing $6,000.00 worth of material in two $3,000.00 lots to avoid soliciting bids as required above is not allowed.

## FORCE ACCOUNT CONSTRUCTION

Construction performed by the sponsor's own work force including work provided by other governments must be recorded and certified on work record forms.

Fringe benefits paid by the sponsor such as FICA, insurance, and retirement, are allowable expenses, but the method of determination must be documented. Fringe benefits may be computed on a percentage of total payroll, provided the method of determination is approved. The sponsor's payroll records may be verified at the final audit/inspection.

## CONSTRUCTION BY DONATION

**Labor or Services:** The value of donations may be used only to meet cost sharing or matching requirements. The Department must be assured that the donation is at actual cost. The sponsor may not make a profit from any donation claimed on the grant.

Donated labor or services will be recognized for matching purposes at the local common laborer wage, minimum wage or wage the sponsor pays that type of employee or service. The force account work record form may be used for documenting donated labor provided the individual donating the labor or service certifies by signature that the hours worked are correct. The sponsor's project officer or supervisor is also required to certify the work record.

If an individual is donating labor or services in their trade such as an electrician, brick layer, carpenter, etc., reimbursement will be based on the prevailing wage paid in the locality for that specialized trade. The "Certification of Donated Labor or Service" form must be completed and submitted with a signed force account work record.

Labor performed by individuals from correctional institutions must be documented in writing by an officer of the correctional institution.

**Materials:** Donated materials will be recognized for matching purposes at the actual cost or at the normal price charged by a vendor. All vendors donating materials must submit an invoice and a signed letter stating that they are making a donation and that the invoiced amount is the actual price of goods or services normally charged all customers.

**Equipment:** Donated equipment use will be recognized for matching purposes at rates established by the Department, providing that the firm is not in the equipment rental business. If equipment is donated from a rental agency, the donor must submit an invoice and signed letter stating that the invoiced amount is the normal price charged all customers.

**LOCAL GOVERNMENT PURCHASING COOPERATIVE**

The Local Government Purchasing Cooperative is an administrative agency created in accordance with Texas Government Code Chapter 791 (Inter-local Cooperation Contracts). "A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services." Its purpose is to obtain the benefits and efficiencies that can accrue to members or a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services. Membership is free and open to all local governments, non-profits, and other political subdivisions of the state of Texas.

# LAND ACQUISITION REIMBURSEMENT CHECKLIST

After grant approval and Recreation Grants Branch approval of an independent appraisal prepared in accordance with the program procedures, the following information is required before payment can be made to the sponsor for acquisition projects:

____ 1. Project Construction Plans and Specifications must be accepted by the Department before reimbursement will be made for land donations.

____ 2. Proof of ownership and legal rights obtained: One photocopy of the executed, recorded deed

____ 3. Title Policy (if obtained)

____ 4. Proof of payment

____ 5. Budget Summary showing acquisition value of the land

____ 6. A current status report must be on file

**Treatment of Land Donation Reimbursement after Expenditures Submitted**

Sponsors may not make a profit from donations. Land donations will be recognized for matching purposes after the sponsor has made other cash payments for the project. The match able amount for land donation equals the amount of the cash expenditures or the value of the land donation as approved by the Department, whichever is less.

# REIMBURSEMENT REQUEST CHECKLIST

The sponsor should review this checklist carefully before submitting each request. This is a comprehensive list for most projects. Some items listed may not apply to your particular project. Use the list as a guide, contact Recreation Grants staff if you have questions.

____ 1. **Plans and Permits:** Construction plans (if applicable) must be accepted by the Department and on file for each construction element of the project for which reimbursement is requested. Registration of the project with TDLR (if applicable) is required. All other required permits and clearances should be on file with TPWD.

____ 2. **Bid Advertisement and Tabulation of All Bids Received:** For expenditures requiring competitive bidding, a copy of the bid advertisement and a copy of the bid tabulation listing all bidders and bid amounts are requested.

____ 3. **Contract Documents:** A copy of the executed contract(s) and all change orders issued on the contract(s) must be filed with the Department.

____ 4. **Invoices:** All invoices must be legible and must identify the project element for which materials or services are being used. A copy of each invoice must be submitted with proof of payment.

____ 5. **Contractor's Payment Voucher:** A copy of the contractor's estimate must be furnished to the Department supporting the proof of payment.

____ 6. **Proof of Payment:** Adequate proof of payment is required, such as cancelled checks, bank statement, or wire transfers.

____ 7. **Force Account Work Record:** The sponsor may use either the Department's Daily or Weekly Work Record, or their own. Include the supervisor's signature. Submit copies of Weekly Work Record only.

____ 8. **Certification for Donated Professional/Skilled Labor or Service:** A completed Certification for Donated Professional/Skilled Labor or Service must be submitted when requesting reimbursement for donations of a specialized trade or profession.

____ 9. **Spreadsheet:** A spreadsheet that ties all expenditures, including force account, to project elements must be provided with each reimbursement request.

____ 10. **Budget Summary:** The sponsor should submit one completed copy of the Budget Summary with each reimbursement request.

____ 11. **Certification for Reimbursement Request:**
A completed "Certification for Reimbursement Request" form must be submitted with each reimbursement request to insure that each period reimbursement is true and correct.

# PROJECT CLOSEOUT CHECKLIST

Before requesting a final inspection of a completed grant project, the following must be accomplished:

____ 1. All facilities must be complete and usable for recreation as specified in the Agreement. If facilities differ significantly from the original site plan, an as-built site plan must be provided to the Department.

____ 2. A permanent grant program recognition sign must be installed in a visible location. The temporary recognition sign should be removed when the permanent sign has been installed.

____ 3. Project must be registered with Texas Department of Licensing and Regulation.

____ 4. The Sponsor must submit a Final Reimbursement Request.

# REIMBURSEMENT FORMS

**I.** Daily Work Record for Employees

I-a. *SAMPLE* Daily Work Record

**II.** Weekly Work Record for Employees

**III.** Daily Work Record for Volunteers

**IV.** Weekly Work Record for Volunteers

**V.** Equipment Listing

V-a. *SAMPLE* Equipment Listing

**VI.** Certification for Donated Professional/Skilled Labor or Service

**VII.** Certification of Recreation Grants Reimbursement Request

**VIII.** *SAMPLE* Spreadsheet for Budget Summary

**IX.** *SAMPLE* Budget Summary

**X.** Direct Deposit Authorization

Note: A Budget Summary will be furnished after the execution of a grant agreement. The spreadsheet is the responsibility of the sponsor. These forms are to be used by you for requesting reimbursement. Please feel free to duplicate as necessary or you can develop your own as long as the same information is provided.

TEXAS PARKS & WILDLIFE

# I. DAILY WORK RECORD FOR EMPLOYEES

**Project Number:** _____ **Date:** _____

**Department:** _____ **Foreman or Supervisor:**

**Nature of Work:** _____ _____

**Project Element:** _____ **Location:**_____

**PERSONNEL** **SIGNATURE**

| Name | Hours | Rate | Cost | |
|---|---|---|---|---|
| | | | | |
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| **PAYROLL SUMMARY** | | | | |

**EQUIPMENT** **RECAPITULATION**

| Unit | Hours/ Miles | Rate | Cost | | Cost |
|---|---|---|---|---|---|
| | | | | Personnel | |
| | | | | Equipment | |
| | | | | Fringe Benefits* | |
| Note for equipment:<br>Sponsor must have cost records or use approved Department rates.<br>Rates will be furnished by the Department upon written request. | | | | **TOTAL** | |

I certify that the above named employees were on the payroll of the _____ on the date shown and that these employees and the above listed equipment were used on Project Number _____, _____Project.

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department.

_____
Signature, Project Officer or Supervisor

*SAMPLE* **I-a. DAILY WORK RECORD FOR EMPLOYEES**

**Project Number:** 50-009999 **Date: 6/1/2005**

**Department:** Parks and Recreation Department **Foreman or Supervisor:**

**Nature of Work:** Water Line Construction John T. Jones

**Project Element:** Construction **Location:** Anywhere, Texas

**PERSONNEL**

| Name | Hours | Rate | Cost | |
|---|---|---|---|---|
| John Doe | 4 | $11.76 | $47.04 | |
| Jonas Doe | 8 | $10.74 | $85.92 | |
| Joseph Doe | 7 | $9.89 | $69.23 | |
| Jonathan Doe | 9 | $12.41 | $111.69 | |
| | | | | |
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| | | | | |
| **PAYROLL SU MARY** | | | $313.88 | |

**EQUIPMENT**

| Unit | Hours/ Miles | Rate | Cost |
|---|---|---|---|
| Tractor with Grader | 8 | $4.76 | $38.08 |
| | | | |
| | | | |

**RECAPITULATION**

| | Cost |
|---|---|
| Personnel | $313.88 |
| Equipment | $38.08 |
| Fringe Benefits* (9.74%) | $30.57 |
| **TOTAL** | $382.53 |

Note for equipment:
Sponsor must have cost records or use approved Department rates. Rates will be furnished by the Department upon written request.

I certify that the above named employees were on the payroll of the City of Anywhere on the date shown and that these employees and the above listed equipment were used on Project Number 50-009999, Anywhere City Park, Project.

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department

_____
Signature, Project Officer or Supervisor

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# II. Weekly Work Record for Employees

Project Name: Period From: To:

Project Number:

| Employees / Employee Name | Nature of Work S | Nature of Work M | Nature of Work T | Nature of Work W | Nature of Work Th | Nature of Work F | Nature of Work S | Total Hours (# Of Hours Worked on Project:) | Hourly Rate | Total |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
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Total

Fringe Benefits %

Total Employees Cost

Equipment

| Unit Description | S | M | T | W | Th | F | S | Total Hrs./Mi. (Hours/Miles Operated) | Rate Per Hrs./Mi. | Total | Reference Number |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |
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Total Equipment Cost

**NET TOTAL (Employees + Equipment)**

I certify that the listed employees were on the payroll of on the dates shown and that these employees and the above listed equipment were used for the development of the project named above

Project Officer/Supervisor Signature:

# III. Daily Work Record for Volunteers

**Project Number:** _____ **Date:** _____

**Department:** _____ **Foreman or Supervisor:**

**Nature of Work:** _____ _____

**Project Element:** _____ **Location:**_____

**PERSONNEL** **SIGNATURE**

| Name | Hours | Rate | Cost | |
|---|---|---|---|---|
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| **PAYROLL SUMMARY** | | | | |

**EQUIPMENT** **RECAPITULATION**

| Unit | Hours/ Miles | Rate | Cost | | Cost |
|---|---|---|---|---|---|
| | | | | Personnel | |
| | | | | Equipment | |
| | | | | Fringe Benefits* | |
| Note for equipment:<br>Sponsor must have cost records or use current FEMA rates. | | | | **TOTAL** | |

I certify that the listed individuals were used on the dates shown and that the listed equipment was used on the project named above

*Fringe Benefits: Upon request, method of fringe benefits calculation must be made available to the Department

_____
Signature, Project Officer or Supervisor

# IV. Weekly Work Record for Volunteers

Project Name: _____ Period From: _____ To: _____

Project Number: _____

| Volunteers | Nature of Work | Nature of Work | Nature of Work | Nature of Work | Nature of Work | Nature of Work | Nature of Work | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Name | S | M | T | W | Th | F | S | Total Hours | Hourly Rate | Total | Signature |
| | | (# Of Hours Worked on Project:) | | | | | | | | | |
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Total _____

Fringe Benefits %(if applicable) _____

Total value towards project _____

Equipment

| Unit Description | S | M | T | W | Th | F | S | Total Hrs./Mi. | Rate Per Hrs./Mi. | Total | Reference Number |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | (Hours/Miles Operated) | | | | | | | | | |
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Total Equipment Cost _____

**NET TOTAL (Volunteers + Equipment)** _____

I certify that the listed individuals & equipment were used on the dates indicated for the development of the project named above.

Project Officer/Supervisor Signature: _____

# V. EQUIPMENT LISTING

**Sponsor:** _____

**Project Name:** _____

**Project Number:** _____

| Year | Make/Model | Description | Combined Weight | Capacity | Size/H.P. | Single/ Tandem | Wheeled or Track-Mounted | Cost Code No. Assigned | Rate |
|---|---|---|---|---|---|---|---|---|---|
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(Please indicate if the equipment has been purchased with local, state, or federal funds.)

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# *SAMPLE* V-a. EQUIPMENT LISTING

**Sponsor:** City of Anywhere
**Project Name:** Anywhere City Park
**Project Number:** 50-009999

| Year | Make/Model | Description | Combined Weight | Capacity | Size/H.P. | Single/ Tandem | Wheeled or Track-Mounted | Cost Code No. Assigned | Rate |
|---|---|---|---|---|---|---|---|---|---|
| 1977 | International | Dump Truck | | 2.5-ton | | Single | Wheel | | |
| 1984 | Mack | Dump Truck | | 5-Ton | | Tandem | Wheel | | |
| 1964 | Case | Tractor | | | 95-H.P. | | Wheel | | |
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(Please indicate if the equipment has been purchased with local, state, or federal funds.)

# VI. CERTIFICATION FOR DONATED PROFESSIONAL/SKILLED LABOR OR SERVICE

I certify that my profession or skilled trade is _____ and the prevailing wage for this profession or trade is $_____ per hour. My donation of labor or service for (Project Name), Project Number) is correct and just, as will be stated on the work record and will be charged to the project only when working in the trade or profession named above.

By _____
Signature of Donor

_____
(Print or Type Name)

_____
Date

By signature hereon I certify that to the best of my knowledge the individual named above is in the profession or skilled trade stated and has agreed to donate labor or services to the referenced grant project.

_____
Sponsor

By _____
Signature of Donor

_____
(Print or Type Name and Title)

_____
Date

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# VII. CERTIFICATION FOR RECREATION GRANTS REIMBURSEMENT REQUEST

I certify that to the best of my knowledge and belief the attached reimbursement request for the period _____ to _____

**Project Name _____, Project Number _____**

is correct and complete; that payment from the State of Texas has not been received; that the work and services are in accordance with the Texas Parks and Wildlife Department Recreation Grants Program, including amendments thereto; and that progress of the work and services is satisfactory and is consistent with the project agreement.

_____
Recipient Organization (Sponsor)

By _____
Signature

_____
Print or Type Name and Title

_____
Date

AMOUNT REQUESTED: $_____

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# *SAMPLE* VIII SPREADSHEET FOR BUDGET SUMMARY

**Sponsor:** City of Anywhere
**Project Name:** Anywhere City Park
**Project Number:** 50-009999
**Request Number:** 1
**Period:** 01/02/2005 – 03/04/2005

| Date(s) | Payee | Check Number | 1A A/E | 2A Site Prep | 2B1 Water | 2B2 Electrical | 2D Restroom | Retainage | Total |
|---|---|---|---|---|---|---|---|---|---|
| 1/2/05 | James Engineering | 234567 | $300.00 | | | | | | $300.00 |
| 2/8/05 | John Doe | 234570 | | $1,000.00 | | | | | $1,000.00 |
| 2/9/05 | A to Z Utilities | 234572 | | | $800.00 | $6,000.00 | | | $6,800.00 |
| 3/1/05 | Tiny's Contracting, Inc. | 234580 | | | | | $4,800.00 | ($480.00) | $4,320.00 |
| 12/12/05 – 12/15/05 | *Total Force Account | N/A | | | $102.65 | | | | $102.65 |
| | | | | | | | | | |
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| **TOTAL** | | | **$300.00** | **$1,000.00** | **$902.65** | **$6,000.00** | **$4,800.00** | **-$480.00** | **$12,522.65** |

*Force Account: Daily Work Records for Force Account Work can be consolidated on a spreadsheet. The spreadsheet total should be for the reimbursement request period. To facilitate the final audit and inspection, the Force Account records must be tabulated on a daily basis.

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# *SAMPLE* IX. BUDGET SUMMARY

**PROJECT:** Anywhere City Park **REIMBURSEMENT REQUEST NUMBER** 1
**PROJECT NUMBER:** 50-009999 **PERIOD COVERED:** 01/02/2005 TO 03/01/2005

| | APPROVED COSTS | COMPLETED LAST REQUEST | COMPLETED THIS PERIOD | TOTAL COMPLETE |
|---|---|---|---|---|
| 1. PROFESSIONAL SERVICES<br>Construction Plans/Specifications<br>Begin: 1/1/05 | $ 1,000.00 | | 300.00 | 300.00 |
| 2. CONSTRUCTION ELEMENTS | | | | |
| A. Site Preparation | 7,000.00 | | 1,000.00 | 1,000.00 |
| B. Utilities | | | | |
| 1. Water | 1,500.00 | | 902.65 | 902.65 |
| 2. Electrical | 9,000.00 | | 6,000.00 | 6,000.00 |
| C. Roads and Parking | | | | |
| 1. Roads | 4,000.00 | | | 0.00 |
| 2. Parking | 3,000.00 | | | 0.00 |
| D. Restroom/Concession | 10,000.00 | | 4,800.00 | 4,800.00 |
| E. Recreation Facilities | | | | |
| 1. Picnic Units | 900.00 | | | 0.00 |
| 2. Barbecue Pits | 800.00 | | | 0.00 |
| 3. Tennis Court Renovation | 9,000.00 | | | 0.00 |
| 4. Tot Lot Playground | 2,400.00 | | | 0.00 |
| 5. Baseball Field | 14,000.00 | | | |
| F. Miscellaneous | | | | |
| 1. Sign | 200.00 | | | 0.00 |
| 2. Contingencies | 1,200.00 | | | 0.00 |
| Construction Cost | $ 63,000.00 | | 12,702.65 | 12,702.65 |
| Less Retainage | $ 0.00 | | (480.00) | (480.00) |
| **TOTAL CONSTRUCTION** | $ 63,000.00 | | 12,222.65 | 12,222.65 |
| 3. LAND: | $ | | | |
| **TOTAL PROJECT COST** | $ 64,000.00 | | 12,522.65 | 12,522.65 |

**MATCH: $32,000.00**

# X. DIRECT DEPOSIT AUTHORIZATION

This form may be downloaded from:

http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf

# Section 6

# AFTER GRANT PROJECTS ARE COMPLETE

# RETENTION, OPERATION & MAINTENANCE RESPONSIBILITIES

## RETENTION AND USE

Once the project is complete, post completion inspections will be conducted by the Recreation Grants Staff. These inspections are made every five years to observe operation, maintenance, and compliance with civil rights requirements.

You are reminded that any park property assisted with grant funds shall not be converted to other than public outdoor recreation uses without the prior approval of the Department. The installation of overhead electrical lines at a fund assisted site is considered conversion.

Financial records, supporting documents and all other records pertinent to this grant must be retained for the next three years.

An annual status report will be required every year at August 31st, for five years after the project is completed. This report must contain descriptions of present and anticipated uses, contiguous land additions, new development, and any major changes in the character of the property.

* * * * * * * * * * *

Property acquired or developed with TPWD assistance shall be retained and used for public recreation. Any property so acquired or developed shall not be wholly or partly converted to other than public recreation uses without the approval of the Department. Such approval will be given only upon conditions as the Department deems necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonably equivalent usefulness, quality, and location. An exception to the requirement for permanent public recreation use and dedication will only be made for leased TPWD-assisted properties after the term of such leases expire.

A. Proposed Uses – Non-recreational uses anticipated at the time of approval, or for which a request for conversion will be made subsequent to project approval, will be subject to the conditions above.

B. Existing Uses – These provisions do not apply to non-recreational uses being made of an area or facility at the time the program-assisted project is approved, when such uses are known to and approved by the Department and documented in the project proposal.

## CHANGES IN RECREATIONAL USES

The use of property acquired or developed with program assistance may not be changed from that contemplated and approved when assistance was obtained, unless prior approval is obtained from the Department.

## OPERATION AND MAINTENANCE

Property acquired or developed with program assistance shall be operated and maintained as follows:

A. The property shall be maintained so as to appear attractive and inviting to the public.

B. Sanitation and sanitary facilities shall be maintained in accordance with applicable health standards.

C. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities should be maintained for proper public safety.

D. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use. It is not necessary that assisted structures/improvements be maintained in perpetuity. Once assisted improvements/structures have exceeded their estimated lifetime, or they are no longer economically feasible to operate or maintain, they may be demolished, renovated, or redeveloped as long as the area remains in public recreation use and prior Departmental approval is received.

E. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.

**AVAILABILITY TO USERS**

A. Non-Discrimination – Property acquired or developed with program assistance shall be open to entry and use by all persons regardless of age, race, color, sex, national origin, or handicap who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that reasonable difference in admission or other fees may be maintained on the basis of residence.

B. Reasonable Use Limitations – Participants may impose reasonable limits on the type and extent of use of the areas and facilities acquired or developed with program assistance when such a limitation is necessary for maintenance or preservation. Thus, limitations may be imposed on the number of persons using an area or facility or the type of users such as hunters only or hikers only. All limitations shall be in accord with the applicable grant agreement and amendments.

# Local Parks Non-Urban Outdoor Grant Application

Created: 08/24/2015
Last updated: 10/01/2015

## Page 1

### QUESTIONS?

**If you have questions regarding any part the application documents or processes, please contact us:**

**Dana Lagarde**
**512-389-8175**
**dana.lagarde@tpwd.texas.gov**

**Dan Reece**
**512-389-4656**
**dan.reece@tpwd.texas.gov**

**Roxane Eley**
**512-389-8109**
**roxane.eley@tpwd.texas.gov**

**Zack Thomas**
**512-389-8862**
**zack.thomas@tpwd.texas.gov**

### APPLICATION DEADLINE

**The application deadline is 11:59 PM on October 1, 2015. You will be unable to make any changes to your application once it has been submitted.**

Once you have a complete application, you must choose the "SUBMIT" button for your application to be turned into Recreation Grants for review.

Paper applications will not be accepted.

### SAVE YOUR PROGRESS

While working on your application, save your progress often by selecting "SAVE & CONTINUE EDITING".

Once saved, you can return to the main screen by selecting the "BACK TO SUBMISSION" button in the top right hand corner of the screen.

### GENERAL APPLICATION INFORMATION

**This application is for eligible local units of government with populations under 500,000 according to the 2010 census.**

Carefully review the Local Parks General Information and Outdoor Scoring Criteria. Only complete applications will be accepted. Applications missing pertinent information will be disqualified.

Local Parks General Information (12/2014)

Local Parks SCORING Criteria-Non-Urban Outdoor Recreation Grants

### Application Documents to Upload

Select the link to print a list of documents you may be required to upload during the application submission process. The list indicates which

documents are required and need a signature.

Local Parks Application Documents Needed

All forms are available under the Resources link, in the upper right of this screen.

### Eligibility

Is the applicant in full compliance with previously approved Projects awarded by the Recreation Grants Branch?

**Don't know**, submit an email to **Rec.Grants@tpwd.texas.gov**, and put "Request Previous Grant Projects" in the Subject line.

Yes

If no, describe non-compliance issue with plan of action to remedy. Applicants in non-compliance may be considered ineligible for funding, depending on the severity of the issues.

N/A

List any previous grants received from the Recreation Grants Branch specific to this Project site:

None.

### APPLICANT INFORMATION

### Applying Entity Name

(Example: City of Denver; Webster County; John Doe Water Control & Improvement District #14; Grace Road Municipal Utility District)

Williamson County

### Comptroller Identification Number

74-6000978

### Resolution Authorizing Submission of the Grant Application

Fillable version of this form is available for download here. Fill out the form and obtain the required signature. The resolution is intended to certify that the applying entity has the authority to apply for a grant; has the matching funds available; names a responsible individual that will be authorized to sign the agreement and any amendments; the name of the project; and that the project site is or will be permanently dedicated public park land; in a public meeting.

**NOTE:** If you use a resolution layout customized for your local requirements, you MUST include the statements in Sections 1-4 of the TPWD resolution. Failure to include these sections may result in the application being ineligible.

The Resolution must be signed by the presiding officer of your jurisdiction; i.e. Mayor, County Judge, MUD President, etc.

Upload the **signed** *Resolution Authorizing Application*

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-6oo0b8kry7/Resolution%20Authorizing%20TPWD%20Grant%20Application.pdf

**Name of Official named in the Resolution to represent the project.**

Dan A. Gattis

**Title**

County Judge

**Mailing Address**

710 Main Street
Suite 101
Georgetown, Texas 78626

**Email Address**

dgattis@wilco.org

**Phone Number**

512-943-1550

**Alternate Phone Number (Cell)**

Optional

(No response)

**Applicant's Certification and Program Assurances**

Fillable version of this form is available for download Local Parks Applicant's Certification & Program Assurances-fillable form. Fill out the form and obtain the required signatures **from the person authorized in the Resolution to represent the project.**

Upload the **signed** *Applicant's Certification*

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-1uCasVxod3/TPWD%20Grant%20Applicant%20Certification%20and%20Program%20Assurances.pdf

**Alternate Applicant Contact**

Identify a staff member for day-to-day contact, *must be applicant staff*

**Name**

Randy Bell

**Title**

Parks Director

**Email Address**

randybell@wilco.org

**Phone Number**

512-943-1922

**Alternate Phone Number (Cell)**

Optional

(No response)

**Was this application prepared by someone other than the authorized official or staff person named above?**

No

**PARK PROJECT INFORMATION**

The entire park is intended to be dedicated parkland, in perpetuity, as a result of receiving park grant funding.

**Matching Funds Requested**

This is the 50% match amount you are requesting from TPWD as shown in on your Budget Summary.

$500,000

**Park Name**

Williamson County Expo Center

**County**

246 Williamson

**Physical Address of the Project Site**

210 Carlos G. Parker Blvd.
Taylor, TX 76574

**Latitude at Park Entrance**

As dd.ddddr
Not sure? Click Here

30.604027

**Longitude at Park Entrance**

As -dd.ddddd
Not sure? Click Here

-97.426243

**Texas Senate District Number for the project location**

Not sure? Click Here

5

**Texas House of Representatives District Number for the project location**

Not sure? Click Here

52

**US Congressional District Number for the project location**

Not sure? Click Here

31

**Upload *Vicinity Map* (if needed)**

This is to identify the general area within a county or large city. A sample is available here Local Parks SAMPLE Vicinity Map

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-oSNh89hK90/Williamson%20County%20Expo%20Center%20Vicinity%20Map.docx

**Upload *Location Map***

This is to specify the project location ***with legible street names***. A sample is available at Local Parks SAMPLE Location Map

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-X6fRQreEnU/Williamson%20County%20Expo%20Center%20Location%20Map.docx

**PUBLIC INPUT**

**Does the applicant have a current and accepted master plan or other comprehensive plan on file with TPWD Recreation Grants?**

Yes

**If Applicant does not have an accepted comprehensive plan, upload documentation of public input related to the grant proposal. Acceptable documentation includes:**

- copy of the public meeting notice
- the minutes for the public meeting certified by an official applicant representative

If a public survey has been completed provide:

- an explanation of how the survey was distributed
- a copy of the survey results

**Upload the required documents:**

(No response)

**Is the service area for this application your entire jurisdiction (entire city or county)?**

Yes

**Identify Project Service Area**

Where the Service Area for the proposed Project **is not the entire jurisdiction** (these could be identified planning areas, a precinct within a county, etc.)**:** Identify the applicable Service Area(s) for the Project; and provide census tract number(s) within the designated service area(s) to be able to answer the questions for Underserved Populations.

| | Service Area Type | Census Tract Number(s) |
|---|---|---|
| 1st Service Area | | |
| 2nd Service Area | | |
| 3rd Service Area | | |
| 4th Service Area | | |

**UNDERSERVED POPULATIONS**

**From the 2010 census, provide the percent of the population with a household income of $34,999 and less for your jurisdiction or the project service area.**

Project service area of Williamson County has 22.4% of the population with income of $34,999 or less, and the immediate service are of Taylor, Texas has 38.8% of the population at or below $32,999.-

**From the 2010 census, provide the percent of the population of ethnic minorities in your jurisdiction or the project service area.**

Project service area of Williamson County has 34.8% ethnic minorities:

•Black or African American – 6.2%

•American Indian and Alaska Native – 0.6%

•Asian – 4.8%

•Hispanic – 23.2%

•Immediate service area of Taylor, Texas has 34.9% ethnic minorities

**PROJECT DESCRIPTION**

**Specifically describe the proposed project.**

Provide details, at a minimum, of the following :

- number of acquisition acres (if any);
- number of acres in the park;
- quantity and type of facilities to be developed;
- any economic, health and/or community benefit;
- how the project relates to current and future public recreation needs;
- any unique design features, or any innovative community involvement; and
- access point(s) (named streets/road) to the project area.

Williamson County is one of the fastest growing counties in Texas, with a 69% population growth between 2000 and 2010. The growth is predicted to continue with an estimated 60,000 new residents between 2015 and 2020 (CAPCOG - Data, Maps and Reports, Central Texas Regional Data). With approximately 1,000 new residents per month, there is a need for additional park facilities to keep pace with the large and sustained growth of the county population.

The Williamson County Expo Center is located on 88 acres of Williamson County parkland, immediately north of the City of Taylor. The current amenities of the Expo Center are in need of expansion and renovation, in order to produce the most effective and diversified use of the parkland. With the expansion of the Expo facilities, the Williamson County Park's Department will provide additional sports and recreational activities to the residents of Central Texas, as well as learning opportunities to educate the public on the benefit of park/open spaces, the importance of conserving natural resources and the deep agricultural heritage of the county. In addition, the Expo Center will provide a much needed place for family and community events.

The Williamson County Commissioners Court, Park's Department and the Park Bond Advisory Committee, with much public involvement and input, identified the Williamson County Expo Center as an important parks and recreation need in Williamson County. Public involvement included public meetings in each of the four precincts throughout the county during Park Master Plan preparation; contracted surveys for public parks and recreation needs; open Commissioners Court meetings; and Park Bond Advisory meetings, which again were held in each of the four precincts throughout the county. Per the recommendation of the Park Advisory Bond Committee, the Commissioners Court approved proceeding forward with a Park Bond Election, which included the Expo Center project. The voters of Williamson County approved and affirmed the need for the Expo Center and over $12 million dollars of funds have been allocated to the project. Although significant funds have been allocated for additional parkland purchase (38 acres purchased in 2014) and park renovations and expansion, additional funds are needed to make the park facilities more useful for a broader range of activities.

The Expo Center will be the first of its kind in Williamson County and will satisfy the need for a multipurpose center to conduct a diverse range of agricultural, horticultural, equestrian, livestock management and community activities in the county. To accomplish the goal of creating facilities that are more useful, attractive and ADA compliant for potential users, the old restrooms and concession buildings constructed over a decade ago, must be demolished. A 23,000 square foot, Outdoor Covered Expo Hall and a 24,000 square foot, Indoor Exhibit Hall will be added to complement the existing Open Air Arena, which has a 200 x 300 foot roof covering. The existing Open Air Arena seats 3,000 people

and is equipped with bucking chutes, turn-out pens and other amenities needed for rodeo and other agricultural events. The Open Air Arena will undergo a renovation that will include: new lights, new public address system, new arena floor footing, repainting and the installation of windscreens. The Williamson County Expo project will also provide restrooms, concessions, additional parking, and much needed RV/Camp sites for participants in Expo events, as well as for participants and families participating in sports activities at the adjoining Taylor Regional Park and Sports Complex, which was created through previous TPWD grant funding. A trail will be constructed to connect the Williamson County Expo Center to the Taylor Regional Park and Sports Complex, thereby increasing trail connectivity and shared collaborative options for each park.

The new Indoor Exhibit Hall will provide room for a variety of youth and Ag-Life Extension activities, including 4-H activities, which include opportunities for youth to learn about clothing and textiles; food and nutrition; livestock judging and validation; and lifelong skills, such as public speaking. The Indoor Exhibit Hall will also have restrooms, ticket booths and administrative offices, as a large Expo Hall, and meeting rooms. The Covered Outdoor Expo Hall will be used for agricultural shows, livestock judging and other activities that require shelter from the elements, but space in an open environment. The Indoor Exhibit Hall and Outdoor Exhibit Hall spaces are also needed for equestrian, agricultural and other horticultural events for groups such as the Master Naturalists, Master Gardeners and the Wilco Native Plant Society of Texas. In addition to providing expanded opportunities for youth, families and community events at the Expo Center, the project will increase trail connectivity by constructing a trail to link the Expo Center with the one and a half miles of trails, currently existing at the Taylor Regional Park and Sports Complex. The addition of a trail linking the Regional Park and Sports Complex and an RV/Camp Site serves as an added value to not only patrons accessing the Expo Center or Sports Complex, but the community at large.

Economic, Health and/or community benefit:

Economic Benefit - The Williamson County Expo project will have a tremendous economic impact on the eastern portion of Williamson County, particularly for the Taylor area, which has 16.6% of its total population of 16,483 (US Census 2014) that are living at or below the Federal Poverty Level. The City of Taylor has a higher ethnic population and percent of individuals living below $34,999 per year, as compared to other parts of the county. Upon completion, the Williamson County Expo project is expected to bring an increase in employment opportunities for individuals living in Lo-Mod economic situations. Jobs that are expected to be impacted are in the retail, restaurant and concessions areas. In addition, design, engineering and construction jobs will result from construction of the Expo Center.

This project will create approximately 30 full hook-up RV sites accommodating horse trailers with living quarters, campsite amenities, utilities infrastructure and a trail system for use by Expo Center and Taylor Regional Park and Sports Complex patrons. The development of an RV site and trail system linkage of the Taylor Regional Park and Sports Complex and Expo Center sites serves as an added amenity to the improved and enhanced Expo Center. The additions will have a significant boost and benefit to the economy and health of communities in the eastern portion of Williamson County. The renovated Expo Center will improve the quality of life, attract new businesses, and bring in much needed tourist dollars to Taylor and East Williamson County, helping provide an important economic development stimulus. In addition, the project will provide affordable recreational accommodations to the general public and patrons traveling to Williamson County to participate in rodeos, equestrian, and other related sports events. There is a great need for this project, as the US Census Bureau identified 5,079 total housing units available in Taylor, with only 0.22% of these being available for seasonal, recreational or occasional use. The RV/camp sites will provide a cost effective place to stay for children and families participating in sporting events at the Taylor Regional Park and Sports Complex and participants and animals involved in Expo activities.

Health Benefit: Health disparities, those differences in health status and health behaviors that disproportionately affect segments of communities, present challenges to communities, especially for the prospective project service area. Based on the Williamson County Community Health Assessment published by the Williamson County and Cities Health District, students in Taylor ISD are more frequently found at risk for Type 2 diabetes and in addition, individuals in Taylor experience a higher rate of hospitalization for diabetes. To address these challenges along with other health concerns and outcomes, a coalition consisting of local stakeholders was formed to focus on the need

for enhancing and expanding parks and trails. Exercise and physical activity is a vital component of a healthy lifestyle. Linking trails between the Expo Center and Taylor Regional Park and Sports Complex provides opportunities for individuals staying at the RV/Campsite grounds to safely walk or bike to each location of the park. Additional trail connectivity and opportunities for safe exercise and travel, will offer the added benefit of promoting physical fitness and self-improvement. In addition, a study conducted by the Compendium of Physical Activities found that horseback riding, that will be available at the Expo Center, provides more exercise, as measured by Metabolic Equivalent (MET) than bowling, golf or general basketball. Galloping on a horse is equivalent to playing tennis (both 7.3 MET). Community accessibility to exercise and being outdoors results in greater physical fitness, improved emotional well-being and connectivity to nature. Informational messaging designed to encourage physical activity and nutrition education will be installed along the trails to promote healthy behavior for all abilities.

Community Benefit and innovative community involvement –

The expansion of the Williamson County Expo Center and linking with the Taylor Regional Park and Sports Complex will have many benefits to the community. The expanded and renovated Open Air Arena and Exhibit Halls will help support 4-H and other youth and community activities that engage and excite young people in the modern, high-tech, and fascinating field of agricultural science. 4-H helps our youth learn and embrace the agriculture and rural heritage of our county. Williamson County 4-H has groups in Florence, Georgetown, Hutto, Jarrell, Liberty Hill, Round Rock, Thrall, Taylor, which include the Hoof-picks (Horse Project Club), a Robotic Project Club, a Shooting Sports Club and a Williamson County Livestock Club. 4-H reaches every corner of our county – from urban neighborhoods of Round Rock to suburban schoolyards, to rural farming communities. 4-H benefits, not only our youth, but the communities in which they live. A decade-long study, “The Positive Development of Youth: Comprehensive Findings from the 4-H Study of Positive Youth Development”, conducted by the Institute for Applied Research in Youth Development at Tufts University determined that youth involved with 4-H were:

• Four times more likely to make contributions to their communities (Grades 7-12);
• Two times more likely to be civically active (Grades 8-12);
• Two times more likely to make healthier choices (Grade 7);
• Two times more likely to participate in Science, Engineering and Computer Technology programs during out-of-school time (Grades 10-12); and
• 4-H girls are two times more likely (Grade 10) and nearly three times more likely (Grade 12) to take part in science programs compared to girls in other out-of-school time activities.

Fueled by research-driven programming, 4-H youth engage in hands-on learning activities, which build a foundation of leadership and skills for future successful careers.

In addition to youth and 4-H Clubs, the new expanded and covered arena and exhibit hall will provide a place for Master Naturalists, Master Gardeners and the Wilco Native Plant Society of Texas to meet and hold regional events. Master Naturalists, or the “Good Water Chapter” in Williamson County have over 40 hours of expert training in almost every aspect of the natural world, including: birds, mammals, fish, insects, soils, habitats, prairies, rangeland management and forest ecology. Master Naturalists learn about nature, wildlife and habitats and how to be good stewards of our land. Master Gardeners also learn expert skills and Earth-Kind techniques for growing vegetables. In 2015, during the weeks of 9/13, 9/20 and 9/27 the Master Gardeners grew and harvested a to total of 88.9, 88.0 and 96.5 pounds respectively of produce that was donated to the Caring Place and the Annunciation Maternity Home. The Wilco Native Plant Society of Texas is an active group that teaches the benefits of native plants to wildlife and for ecosystem restoration. Their purpose as listed in their bylaws is to “promote the conservation, research and utilization of the native plants and plant habitats of Texas, through education, outreach and example.” Some advantages of native plants include:

• Add beauty to the landscape and preserve our natural heritage;
• Provide food and habitat for native wildlife;

• Help slow down the spread of fire by staying greener longer;
• Decrease the amount of water needed for landscape maintenance;
• Require very little long-term maintenance if properly planted and established;
• Produce long root systems to hold soil in place; and
• Protects water quality by controlling soil erosion and moderating floods and droughts.

With the expansion and renovation of the Williamson County Expo Center, all of these groups will have an opportunity to meet, increase their membership and educate our communities on the importance of managing and conserving our natural resources. The Native Plant Society of Texas will hold their annual 2015 Symposium on October 15-18th at the Airport Hilton in Austin. When speaking with a member of the Native Plant Society, they conveyed that the group would have considered having the symposium in Williamson County, but there was not a facility large enough to accommodate the size of the group. The Expo Center will bring a competitive advantage and potential economic development to the City of Taylor by drawing more and diverse events.

The development of the RV/Campsite Park which will be connected to the trails system, Expo Center and Taylor Regional Park and Sports Complex offers opportunities to commute to the different areas without the use of motor vehicles, in addition to exposing individuals and families to the fun of exploring the beautiful parks and trails in Williamson County. The Wilco Wellness Alliance (WWA), a coalition represented by local business owners, hospital leadership staff, school districts, elected officials, Williamson County Parks Department, and local community residents is actively working on addressing 1 of 5 Health Priorities which were identified in the Community Health Assessment and listed as a priority in the Community Health Improvement Plan for Williamson County. The priority goal is to increase active living opportunities for the residents of Williamson County and visiting patrons. The linking of the trail system, Expo Center, Sports Center and RV Park will in effect address the identified health priority. The parks and trail system is a major community asset with the potential to increase access to areas with little to no public transportation. In addition to the WWA, Williamson County Parks Department has partnered with the local health department to establish walking trail messaging, promoting physical activities and nutrition education. Improving the trail system, promoting healthy outcomes and increasing opportunities for economic growth through the expansion of the Williamson County Expo Center, will impact the health of the community and any who visit the Taylor area. The connectivity and/or linkage afforded by the trails are consistently targeted during planning discussions and will continue to serve as an ongoing priority.

Access Points - Initial access to the Expo Center will be limited from the NW Carlos G. Parker Blvd. However, a new roadway is scheduled to be constructed immediately west of the Expo Center connecting the NW Carlos G. Parker Blvd. to the south of the Expo Center and Chandler Road to the north of the Expo Center, creating multiple access points.

### Planning Needs and Priorities Identified

Based on the Local Plan or other documented public input, list the proposed facilities which are:

- identified as a need;
- the priority number; and
- specify the corresponding page number from the planning document.

• Identified as need –Williamson County, Texas, Comprehensive Park Master Plan (Citizen Surveys) Chapter 5: Sections 11-16 - Pages 31-36
. Williamson County, Texas, Comprehensive Park Master Plan 5 Year Update; Expo Center Amendment Section -Page 57.
• Community Health Assessment – Page 25
• Community Health Improvement Plan -Active Living Support Priority #3
• Expo Center Master Plan – Pages 9 & 10
• City of Taylor Strategic Plan – Goal #2/Obj 3/Strategy 1

## Upload *Site Plan of Proposed Development*

Click here for Local Parks SAMPLE Site Plan. The Site Plan MUST clearly identify the Project Boundary, and proposed project elements. If the project includes areas intended to be dedicated natural open space, show the boundary lines of this element.

Upload *Site Plan*

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-rsSDKWBKt1/Site%20Plan.pdf

### Geographic Distribution

Describe how the project will improve the geographic distribution of park and recreation lands and facilities in your jurisdiction or the project service area.

Identify if this is the first public park in applicant's jurisdiction or intended service area. Specify Plan or public input documentation in support of the first park, or new and different opportunities within the jurisdiction/service area.

Although Williamson County has many park options for residents, there are fewer on the eastern portion of the county, where there are greater health disparities observed. The Expo project will help improve the distribution of park and recreation land in the county. The project will be a significant compliment to the continued improvement and expansion of the Williamson County Expo Center which is the only County Park in eastern Williamson County. The facilities, amenities and activities associated with the Expo Center will augment the adjacent Taylor Regional Park and Sports Complex. Thirty percent (30%) of respondents to the 2008 Park Master Plan survey indicated a need for more overnight camping areas. To achieve the indicated need, the RV site will be located approximately 200-500 feet from the Expo Center site. Close proximity will provide a convenient distance for patrons, specifically those travelling with their animals. The Williamson County Park's Department has a strong history of seeking input from the public on park and recreation needs; planning, designing and constructing passive and active park and recreation facilities that serve the needs of our local communities.

**Explain how the project improves park and recreation opportunities for physically/mentally challenged citizens which exceed the federal and state required accessibility standards.**

The Williamson County Park's Department is excited about collaboration with a non-profit, "Spirit Reins". Spirit Reins provides mental health services for Central Texas children and families affected by abuse, neglect and other trauma. These children and families are down, both physically, mentally and emotionally and Spirit Reins helps build them back up using Trauma-Focused Equine Assisted Psychotherapy, and Reins of Hope and Rhythmic Riding programs. Using the Natural Lifemanship model of trauma-focused therapy throughout the mental health services, Spirit Reins is able to help children (particularly foster and adopted children) who range in age from three to seventeen, from a broad spectrum of socioeconomic levels to grow into healthy, productive adults and break the generational cycle of abuse. Many of the children are referred from the child welfare system, The Center of Child Protection, Communities in Schools, Texas Baptist Children's Home, A World of Children, Williamson County Juvenile Services, the Travis County Juvenile Probation Department and Travis County Integral Care. Using a staff of one full-time and four-part-time contract therapists and one full-time and two part-time contract equine specialists, Spirit Reins provides services to 249 children and family members in Williamson and Travis counties. Some of the therapies and interventions include:

- Natural Lifemanship Model of Trauma-Focused Equine Assisted Psychotherapy
- Equine Assisted Eye Movement Desensitization and Reprocessing (EMDR)
- Play Therapy
- Sensory and Motor Psychotherapy
- Nature Therapy

• Art Therapy
• Family Intensive Therapy Retreats

Currently, Spirit Reins is located in Liberty Hill, Texas, but discussions are underway to stable horses in other parts of Williamson County, including Georgetown and Round Rock. In discussion with the Executive Director of Spirit Reins, none of these locations have a covered Arena. Having a covered Arena at the Williamson County Expo Center in Taylor would allow children to receive vital services during adverse weather conditions, including hot temperatures, without exposing the children to the hot sun. The Indoor Expo building could also be used for other mental health services for these children in need and would provide a location to provide the services listed above. Details of the collaboration will continue while waiting on the results of the TPWD grant application.

Also, the Williamson County Park's Department will apply for grant funding through Williamson County Community Development Block Grant (CDBG) funding in 2016. A grant funding application will be written requesting a funding for an "all-ability" playground to service the Expo RV/Campground site. This playground will be planned to meet the needs of children who have special needs and will provide a welcoming, safe and accessible environment and a place for children of all ages and abilities to develop physical, cognitive, sensory and social skills. This playground is expected to also further the collaboration with Spirit Reins and could be beneficial to the Taylor ISD Middle School, which is located adjacent to the Expo property.

Extending the trails from the Expo Center to the Taylor Regional Park and Sports Complex and in addition to the close proximity site of the RV Park, offers a value added of walking or biking to the different sites. These forms of physical activity have been medically proven to improve one's self-esteem, well-being and reducing stress. The trail system limits barriers and increases opportunities for physical activity which in turn improves the quality of life.

**Does the project provide for the renovation or adaptive reuse of existing obsolete lands or facilities?**

Yes

**If yes, describe how the project provides for the restoration, renovation or adaptive reuse of existing infrastructure or other facilities that are no longer useable for its inteneded or original use. Identify the age and condition of each of the facilities proposed for renovation/restoration/reuse. Describe the proposed work to be completed for each of the obsolete facilities.**

The East Williamson County Regional Park (as it is known today) was constructed in 2003/2004. The facility will be transformed into the Williamson County Exposition Center. There are several steps involved in transforming the current facility so that it will be more attractive for potential users. The current concessions will be demolished and replaced by the 24,000 square foot Indoor Expo Hall, restrooms, ticket booths and administrative offices. The current restrooms will be demolished and replaced by the 23,000 square foot Outdoor Covered Expo Hall, with wash racks and storage facilities. The existing Arena will be updated with new lights, new public address system, new arena floor footing, re-painting, and wind screens installations. As funding permits, a new covered penning and warm up area will be added on the north end of existing Arena. The site west of the existing Arena will also be transformed into the RV Campsites, horse stalls, and warm-up arenas in the future.

**Provide photographs of elements proposed for restoration, renovation or adaptive reuse.**

Upload photographs

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-TCkspMyQT8/Power%20Point-.pptx

### Sustainable Park Design

Describe how the project embraces sustainable techniques in the design and construction of the park, including but not limited to the diversity, innovative nature and/or cost of the project elements.
**The costs for these design features must be identified in the project budget.**
To view the Sustainable Design Guide, click here

The project will incorporate several sustainable techniques in design and construction. The project is a greyfield site which the County will invest in the renovation of existing outdated facilities that primarily focused on rodeo type events and construct new amenities to encourage a broad use of the facilities for other activities such as family reunions, weddings, conferences, trade shows, livestock shows, dog shows and others. The project will also utilize the entire existing utilities infrastructure. Construction pollutants will be minimized and controlled during the construction phase. Recycled materials will be utilized as available with park site amenities. Shade trees will be incorporated in efficient irrigated areas of the RV sites to reduce energy consumption of RVs. Native and adaptive plants will be incorporated into landscaped areas to conserve water. LED Area Lighting fixtures will be utilized to reduce electrical power consumption. Connector paths and trails will expand alternative transportation opportunities in the area. The expanded operations and use opportunities of the Expo Center will encourage an increase of multi-ethnic and multi-cultural inclusion within the Parks Department. The leadership staff will hold regularly scheduled meetings with recurring agenda items focused on the progress for quality assurance and improvement purposes. The trails system connectivity will encourage park users, and RV site patrons in utilizing alternative transportation such as bikes and/or walking.

### Linkage

Describe how the project provides linkages via trail/greenways to connect with other public parks and conservation areas.

This project will offer expanded recreational links for Expo Center patrons' to use of the existing, adjacent City of Taylor park facilities (i.e. fishing pond, playgrounds, trails, restrooms and sports fields). This project will also offer patrons' of adjacent City of Taylor park facilities the use of this project's overnight RV accommodations for City Park events such as softball and soccer tournaments.

### EXISTING ENVIRONMENT

### Describe the characteristics of the surrounding land uses at the Project site.

e.g. Residential (single-family, multi-family, rural), Commercial, Agricultural, Industrial, Parks, etc.

| | |
|---|---|
| North | Agricultural |
| South | Transitional Land, Green Space |
| East | Parks |
| West | Agricultural |

## Upload *Site Photographs*

Only a single document can be uploaded. Save photos in a single file (WORD or PDF), then upload.

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-TbDIDHF9TP/Site%20pictures%20for%20TPWD%20Grant.docx

**Indicate any of the applicable agencies with which you have made initial contact or know that the project will require any of these special contacts; and provide general information with regard to the contact.**

You are NOT required to contact any of these agencies.
Check all that apply.

**No Responses Selected**

**Is there any history of ground contamination at the Project site?**

e.g. former landfill, gas station, illegal dumping, brownfield, etc.

No

**If yes, describe the contamination history.**

N/A

**Describe the topography and soils at the Project site.**

The Project Site topography is best described as moderately level with approximately 5 feet of elevation change within the Park property. The soils are Branyon-Houston Black Burleson: deep calcareous and non-calcareous, clayey soils formed in clayey alluvium and marine clays and shales; on ancient stream terraces and uplands.

**Describe the vegetation and wildlife present at the Project site. Indicate if any vegetation or wildlife species are considered valuable, vulnerable, rare, threatened or endangered?**

To link to the Texas Natural Diversity Database (by county), click here and follow the instructions.
Additional information is available at the *Texas Conservation Plan* here.

The Project Site vegetation is similar to surrounding lands that have been cultivated for crops in the past and allowed to remain fallow for several decades thus reverting to disturb pastureland. Wildlife of the area includes various pastureland species of birds (i.e. cattle egrets, vultures, red-shoulder hawks, red-tail hawks, crested caracaras, American kestrels, inca doves, white wing doves, morning doves, American crows, horned larks, swallows, northern mockingbirds, etc.) , insects, amphibians, reptiles and small mammals (i.e. raccoons, mice, rats, coyote, skunks, rabbits, etc.). Vegetation and wildlife species observed to date are not vulnerable, rare, threatened or endangered.

**Describe any natural water features, including name (if known) and type of water body; size in acres and/or linear feet of frontage within the Project site.**

If the water body is a creek; does it have continuous, year round water flow?

None. The intermittent Turkey Creek is located a few hundred yards north of the Project Site and a small impounded body of water used for irrigation of the City Park is located a few hundred yards east of the Project Site.

**Does the Project expand access to water-based recreation opportunities along existing natural water bodies?**

No

**If yes, provide details on how the Project provides for water-based recreation opportunities and; preserves, restores/improves fish and wildlife habitat conditions, is located in an area with limited public access to water-based recreation, or provides a link to existing water bodies that support water-based recreation.**

N/A

## FLOODPLAINS AND WETLANDS

**Floodplain**: The lowland and relatively flat areas adjoining inland and coastal waters including flood-prone areas of offshore islands, including at a minimum the 100-year floodplain.

**Wetlands**: Those areas that are inundated by surface or ground water with a frequency sufficient to support, and under normal circumstances support, a prevalence of vegetative or aquatic life that requires saturated or seasonally saturated soil conditions for growth and reproduction. Wetlands generally include swamps, marshes, bogs, and similar areas such as sloughs, potholes, wet meadows, river overflows, mud flats, and natural ponds. Additional information on wetlands is available from the Texas Outdoor Recreation Plan (TORP) Local Parks TORP Chapter 3-Wetlands.

**Is any part of the Project area within a 100-year floodplain or consist of wetlands?**

No

## ENVIRONMENTAL IMPACTS

**Identify the level of impact, describe the impacts based on the proposed development, and discuss any anticipated short and long-term impacts of the Project on the site.**

Impacts (or effects) are defined as direct or indirect changes in the existing environment which are anticipated as a result of the proposed action or related future actions. These impacts may be either beneficial or adverse, and should be identified in your description.

| | Environmental Resources Impact | Briefly Describe the Potential Impacts |
|---|---|---|
| Geological resources: soils, slopes, streambeds, landforms, etc. | N/A | |
| Air Quality | N/A | |
| Sound (noise impacts) | N/A | |
| Water quality/quantity | N/A | |
| Streamflow Characteristic | N/A | |
| Marine/estuarine | N/A | |
| Land use/ownership patterns, property values, community livability | N/A | |
| Circulation, transportation | N/A | |
| Plant/animal/fish species of special concern/habitat; state/ federal listed/proposed listing | N/A | |
| Unique ecosystems (biosphere reserves, World Heritage sites, old growth forests, etc.) | N/A | |
| Unique or important wildlife/ wildlife habitat | N/A | |
| Unique or important fish/habitat | N/A | |

| | | |
|---|---|---|
| Introduction or promotion of invasive species (plant or animal) | N/A | |
| Recreation resources, including parks, open space, conservation areas, rec. trails, facilities, services, opportunities, public access, etc. | Minor Impacts | This Project will have a positive impact on recreation resources as it will expand trails and improve facilities and services, opportunities and public access to Expo Center type events. |
| Overall aesthetics, special characteristics/features | Minor Impacts | Impacts to aesthetics and special characteristics & features will be positive as this Project complements and improves existing operations. |
| Historical/cultural resources, including landscapes, ethnographic, archeological, structures, etc. | N/A | |
| Socioeconomics, including employment, occupation, income changes, tax base, infrastructure | N/A | |
| Minority and low-income populations | N/A | |
| Energy resources (geothermal, fossil fuels, etc.) | N/A | |
| Other agency or tribal land use plans or policies | N/A | |
| Other important environmental resources that should be addressed | N/A | |

### Unavoidable Adverse Impacts

Those effects **which cannot be mitigated** should be explained and the effects weighed against the beneficial impacts of the Project. Be objective as well as analytical, and avoid trying to justify or rationalize proposed actions.

N/A

### Mitigating Measures for Adverse Impacts

Adverse impacts may have short-term or long-term effects. They should be identified as such and explained.
For those impacts considered adverse, and caused as a result of actions proposed in the application, explain how they will be minimized or eliminated. Adverse impacts which cannot be mitigated should be identified and discussed. You may not be able to mitigate every adverse impact, but each one should be considered and weighed against the effects considered beneficial to the community and environment.
For example:

- The utilization of erosion control devices to prevent soil run-off during construction.
- The routing or re-routing of vehicles or the installation of traffic controls to regulate increased traffic to, from, and around the project area.
- Replacement/re-establishment of specialized fish, vegetation, or wildlife habitat which will be lost or partially lost as a result of the project's actions.
- Relocation of persons or businesses located within the project area(s).

Adverse impacts are anticipated to be very minimal. Erosion control devices will be utilized during construction to prevent soil run-off.

### Describe any and all alternatives considered for the proposed Project. The alternative of "no action" must be specifically addressed. Also discuss the basis for rejection of any/or all alternatives.

The only alternative being considered for the proposed Project if the Grant is not awarded is to rely upon Expo Center patrons to utilize local non-camping overnight accommodations, and to drive from the Expo Center to the City Park if they desire to use those facilities/amenities.

**LAND ACQUISITION**

## Acquisitions which occur prior to grant approval, without TPWD authorization by a Waiver of Retroactivity, or which do not meet the acquisition criteria, are not eligible for assistance.

**Does the proposed Project include land acquisition?**

No

**RELATED TO LAND ACQUISITION**

For additional specialize information related to acquisition, refer to the Texas Conservation Action Plan and/or the Texas Outdoor Recreation Plan (TORP) Local Parks TORP Chapter 3-Wetlands.

**LEGAL CONTROL CONDITIONS**

## Upload *Aerial Photo or Satellite Image*

Identify the boundary, and all existing conditions such as existing structures, utilities (specify any overhead lines), ROWs, easements, etc.

**What utilities are available on the site?**

Describe the existing utilities and other conditions (electrical, cable, phone, water, sewer, pipelines, wells, etc.); describe the type (major transmission, neighborhood service, natural gas, etc.); and location on the Aerial Photo/Satellite Image.

NOTE: Existing overhead utility lines must also be identified on the Project Site Plan.

The following neighborhood service utilities currently exist on site:

1. City of Taylor Wastewater Service,
2. City of Taylor Water Service,
3. ONCOR dead end, Overhead Electric Power Line,
4. County Owned Shallow Water Wells for irrigation.

**Are there any overhead utility lines within the Project boundary?**

Be sure they are identified on the Aerial Photo/Satellite Image and the Project Site Plan.

Yes

**If yes, what will be the disposition of the existing overhead utility lines?**

Please note, if funded, overhead utility lines will be required to be removed or buried under most circumstances. Existing overhead utilities are required to be shown on the Project Site Plan.

Remain

**Describe any rights-of-way and/or easements at the Project site.**

The following easement exist for this property:

1. City of Taylor Wastewater Service,
2. City of Taylor Water Service,
3. ONCOR dead end, Overhead Electric Power Line,

**Proof of Ownership and/or Legal Control**

For all properties ***already under the legal control of the Applicant*** and proposed for development, the Applicant must provide evidence of legal control.

- **Recorded deed**(s),
- Lease agreements,
- Easement agreements, or
- Drafts of the lease or easement, with a letter of intent from the landowner to enter into the agreement. Leased land can only be with other governmental agencies, **no leases from private land owners.**

**NOTE**: If no deed exists, contact the Recreation Grants staff for guidance prior to grant submission.

**Upload *Proof of Ownership and/or Legal Control* Documentatio**

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-QnnbfMJ2mC/W%20C%20%20Expo%20Center%20Deed.pdf

**Proof Applicant can Prevent Surface Drilling/Mining of the Project Site**

he applicant must provide evidence that the surface of the project site is protected from any drilling or mining, or can demonstrate protection through the following:

- Existing ordinance or resolution,
- Zoning,
- Ownership of mineral rights by applicant,
- Designated drill sites on the project site (will be excluded from project assistance),
- Draft of ordinance, resolution or zoning, and statement that if funded, will authorize the ordinance or resolution.

As a reminder, any activities taking place now or in the future on the surface of the park that are NOT recreational, or in support of recreation, will constitute a conversion. Refer to the Conversion Guidelines for further information, here.

**Upload *Proof of Drilling/Mining Protection*** (if available)

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-kVF2O51ofW/Prevent%20Surface%20Drilling%20and%20Mining%20of%20the%20Project%20Site.pdf

### State who will operate and maintain the Project area.

The applicant is responsible for the maintenance and operation of the fund supported area(s)/facilities. If agreements exist (or are anticipated) for others to perform operations, programming and/or maintenance duties, describe such arrangements.

The staff of the Williamson County Parks and Recreation Department will operate and maintain the proposed Project facilities and other facilities associated with the Williamson County Expo Center.

## Upload existing or draft *Agreements for Maintenance and/or Operations*

(No response)

### PROJECT BUDGET

The Budget Summary provides the complete estimated costs for the proposed grant project. Estimates should build in cost inflation for the construction period.

### How will the development of the project be constructed/installed?

Select all that apply:

**Responses Selected:**

Contract

### Project Schedule

Describe the estimated time schedule for implementing the proposed Project. Applicants are allowed approximately three years from the date of Commission approval to complete all project elements. Approved projects should be accomplished in a timely manner by the Applicant, unless delays result from extraordinary circumstances beyond the Applicant's control.

Failure to meet the grant time frames may be grounds for the Department to initiate cancellation of the project, or to deny requests for additional grant funds for new projects.

Project Schedule

Estimated Time Schedule for Implementing Proposed Project:

(Assumption: Award Date Prior to April 2016. Project Completion Date Target is for January 2017

Activity Est. Begin Timeline Est. Completion

Professional Services RFP & Contract Week 1 Week 8

Design Week 9 Week 13

Construction Contractor RFP & Contract Week 12 Week 20

Construction – Site Work Week 23 Week 25

Construction - Utilities Week 24 Week 30

Construction – RV Sites Week 30 Week 34

Construction – Trails & Paths Week 32 Week 36

Construction - Landscaping Week 34 Week 36

**The Budget Summary**

A SAMPLE Budget Summary in EXCEL is available for view here.

A fillable version of the required budget is available after the section descriptions. Download and fill out the form.

NOTE:
**Grant Elements** are ONLY those expenses for which you will be requesting reimbursement if the grant is approved. Grant Elements = grants funds + applicant match.
**Non-Grant Elements** are ONLY those expenses for which you are covering the costs above the grant limits, overmatching the grant, or constructing elements not part of the grant.

## Professional Services

- The total cost of Professional Services **cannot** exceed 12% of grant construction estimates.
- Costs for required permits (COE, TCEQ, TDLR) or surveys (cultural resources, environmental resources) should be included if it is anticipated that these actions may be necessary.
- The cost to prepare the grant application is an eligible pre-agreement expense and must include a beginning date for the site planning and application preparation.

Construction Plans/Specifications and Inspections:

- Plans must be prepared and sealed by an engineer, architect or landscape architect registered in Texas or other competent professions depending on the scope of work.
- Plans must be submitted to the Texas Department of Licensing and Regulation (TDLR) for compliance with Texas Accessibility Standards.

**Land Costs**

- All land to be acquired (by donation, purchase, waiver, publicly-owned non-parkland) **must be shown** in the Budget Summary based on the estimated value letter.
- The value of donated land and/or applicant-owned non-parkland **is considered an expense of the project.**
- Appraisals and boundary survey costs cannot exceed $10,000 or 5% of the land value, **whichever is less.**

**Construction Costs**

Include Site Preparation
Itemize proposed project elements to include but not limited to:

- Utilities
- Roads and Parking
- Restroom/Concession Building or Other Buildings (separate line for each item)
- Recreation elements (separate line for each element. Combine elements for items such as ballfields to incorporate site work, fencing, dirt work, irrigation, lighting costs in a single budget line item)
- Landscaping (native plant species only)
- Program Acknowledgement Signs (eligible for reimbursement)
  - A *temporary* program acknowledgement sign is required during construction
  - A *permanent* program acknowledgment sign is required at project completion

### Upload the Budget Summary

The fillable EXCEL version of the Budget Summary is available here. Download the form, complete the project budget, then upload the final budget. Need additional rows on the budget form? Send your form to Rec.Grants@tpwd.texas.gov with "Budget Summary" in the subject line.

Upload the final Budget Summary

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-S3ypOwTibm/Williamson%20County%20Parks%20Expo%20Center%20TPWD%20Grant%20Budget%20Form%20-%20Final.xlsx

### APPLICANT'S MATCHING SHARE OF GRANT

| | Amount |
|---|---|
| Voter Approved Bonds | 500000 |
| APPLICANT Funds (General Fund cash, 4-B, EDC, etc.) | |
| APPLICANT In-House Labor, Equipment and/or Materials | |
| APPLICANT/Publicly Owned Non-Parkland | |
| PRIVATE Land Acquisition (donation or purchase) | |
| PRIVATE or OTHER PUBLIC Contributions (cash, labor, equipment and/or materials) | |
| Total | 500000.0 |

### Letters of Commitment

If the match includes private or other public contributions you must submit letters of commitment. Letters must include the value of the contribution and how the value was determined.

For multiple letters, save all to a single PDF, then upload.

#### Upload *Letters of Commitment*

(No response)

### Contributor Information

Complete for each contributor

| | Type of Contribution | Contributor Name | Contributor Organization (if applicable) | Amount/Value of Contribution |
|---|---|---|---|---|
| Contributor 1 | | | | |
| Contributor 2 | | | | |
| Contributor 3 | | | | |
| Contributor 4 | | | | |
| Contributor 5 | | | | |
| Contributor 6 | | | | |
| Contributor 7 | | | | |
| Contributor 8 | | | | |
| Contributor 9 | | | | |
| Contributor 10 | | | | |
| Contributor 11 | | | | |
| Contributor 12 | | | | |
| Contributor 13 | | | | |
| Contributor 14 | | | | |
| Contributor 15 | | | | |
| Contributor 16 | | | | |
| Contributor 17 | | | | |
| Contributor 18 | | | | |
| Contributor 19 | | | | |
| Contributor 20 | | | | |
| Total | 0 | 0 | 0 | 0 |

### Costs for Non-Grant Elements

If the development of the entire park exceeds the proposed grant amount, identify the elements and costs in the Budget Summary, and enter the amount greater than the grant.
Enter "$0.00" if none.

$0.00

Provide details regarding the additional project costs in excess of the grant budget. Identify the source for paying for the additional costs to complete the overall project, a list of project elements it is intended to pay for, and a timeframe for these elements to be completed. This can include both applicant funds and outside contributions.

N/A

### Upload *Documentation of the source of funds for Non-Grant Elements*

For applicant funds, attach a resolution or letter from applicant authority that identifies the project and details the amount of funds being allocated to the project in excess of the grant budget.

For outside contributions, attach a partnership letter detailing the value of the contribution and how the value was determined.
Upload as a single WORD or PDF document.

(No response)

**Do you have additional supporting documents related to your proposal?**

OPTIONAL
For multiple documents, save all as a single PDF, then upload.

**Upload *Additional Supporting Documents***

https://tpwd-recgrants.fluidreview.com/media/assets/survey-uploads/14775/4091406-RruCSMNqsR/Letters%20of%20Support%202.pdf

**SUBMITTING YOUR APPLICATION**

**The application deadline is 11:59 PM on October 1, 2015. You will be unable to make changes to your application once it has been submitted.**

Please remember that once you have a complete application, you must choose "SUBMIT" below for your application to be turned into Recreation Grants for review. You will receive an email confirmation that your application was submitted successfully. Once submitted, you can download your complete application, but you will NOT be able to make changes. If you discover an error in your application PRIOR to the deadline, contact James.Lindsey2@tpwd.texas.gov.

Paper copies of the application will not be accepted.

**AGREEMENT FOR ARCHITECTURAL**
**AND/OR**
**ENGINEERING SERVICES**
**FOR THE DESIGN AND DEVELOPMENT OF**
**OF THE RECREATIONAL VEHICLE PARK, PHASE II,**
**WILLIAMSON COUNTY EXPO CENTER**

**THIS AGREEMENT FOR ARCHITECTURAL AND ENGINEERING SERVICES** ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "Owner," Williamson County," or "County," and _____, hereinafter "A/E."

**R E C I T A L S**

The County intends to utilize the professional services of _____, to assist the County with the design and development of the Recreational Vehicle Park, at the Williamson County Expo Center, hereinafter called the "Project;" and

The County desires that the A/E perform certain professional Architectural and Engineering services in connection with the Project; and

The A/E represents that it is qualified and desires to perform such services;

**NOW, THEREFORE,** the County and the A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TABLE OF ARTICLES**

**1 INITIAL INFORMATION**
**2 A/E's RESPONSIBILITIES**
**3 SCOPE OF A/E's BASIC SERVICES**
**4 ADDITIONAL SERVICES**
**5 OWNER'S RESPONSIBILITIES**
**6 COST OF THE WORK**
**7 COPYRIGHTS AND LICENSES**
**8 CLAIMS AND DISPUTES**
**9 TERMINATION OR SUSPENSION**
**10 MISCELLANEOUS PROVISIONS**
**11 COMPENSATION**

**12 SPECIAL TERMS AND CONDITIONS**
**13 SCOPE OF THE AGREEMENT**

**ARTICLE 1 INITIAL PROJECT INFORMATION**

**§ 1.1** This Agreement is based on the Initial Project Information set forth in this Article 1 or in Exhibit A, if any.

**§ 1.2** The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

**.1** Commencement of construction date: _____

**.2** Substantial Completion date: _____

**§ 1.3** The Owner and A/E may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the A/E shall appropriately adjust the schedule, the A/E's services and the A/E's compensation.

**§ 1.4** The Services covered by this Agreement are subject to an Owner-approved budget. In the absence of an express provision to the contrary in this Agreement, the A/E shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current Owner-approved budget.

**§ 1.5** A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the Owner is relying on A/E's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the A/E will assign to this Project qualified individual architects or engineers, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

**§ 1.6 Limit of Appropriation**. Prior to the execution of this Agreement, A/E has been advised by Owner—and A/E clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that Owner shall have available the total maximum sum of $_____ specifically allocated to fully discharge any and all liabilities, including construction costs, which may be incurred by Owner in bringing the Project to an absolute conclusion, resulting in a complete, fully furnished, fully equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required furnishing and equipment, all fees and compensation of any sort to the A/E and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement,

irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision of this Agreement which might in any light by any person be interpreted to the contrary. A/E does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that A/E may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to A/E hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of $_____.

**ARTICLE 2 A/E's RESPONSIBILITIES**

**§ 2.1** The A/E shall provide the professional services as set forth in this Agreement. The A/E will provide all professional services necessary for the complete design and construction documentation for the Project. The A/E agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services (including those of its consulting structural, mechanical, electrical, plumbing, and civil or other consulting engineers, if any) necessary to completely design the Project and prepare Construction Documents that fully indicate the requirements for construction of the Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "Owner's responsibility" or "Owner-provided;" and (2) the cost of those engineering or consulting services that become necessary as a result of an Owner-directed change in Project scope affecting the A/E (and that are subject of a written agreement for Additional Services).

**§ 2.2** Where necessary, the A/E's shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

**§ 2.3** The A/E's shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 2.4** The A/E shall perform its services consistent with the professional skill and care ordinarily provided by architects, or engineers (as the case may be) practicing in the same or similar locality under the same or similar circumstances. The A/E shall perform its services expeditiously in accordance with the schedule developed hereunder.

**§ 2.5** The A/E agrees that its design, Construction Documents, and Services shall conform to all federal, state, and local statutes and regulations governing its Services, the Project and the Work. The A/E agrees that this duty is non-delegable—and the A/E, by signing drawings or preparing

Construction Documents to submit to governmental entities for purposes of obtaining building and other governmental permits or approvals, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the A/E's responsibility for compliance of its design, its Construction Documents, and its Services provided with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

**§ 2.6** The A/E shall identify a representative authorized to act on behalf of the A/E with respect to the Project. Once approved by Owner, the A/E's designated representative shall not be changed without the Owner's written approval.

**§ 2.7** Except with the Owner's knowledge and consent, the A/E shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the A/E's professional judgment with respect to this Project.

**§ 2.8 Insurance**. The A/E shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the A/E shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the Owner, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the Owner. The A/E shall ensure that all of A/E's subconsultants engaged or employed by the A/E carry and maintain similar insurance covering their respective portions of the Services. The A/E and its subconsultants shall submit proof of such insurance to the Owner before the submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The Owner may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to Owner's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the Owner at least 30 days prior to any cancellation, or non-renewal.

**.1** General Liability

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| General Aggregate (other than Prod/Comp Ops Liability) | $2,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |
| Person & Advertising Injury Liability | $1,000,000 |
| Medical | $1,000 |

- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30-day notice of cancellation

**.2** Automobile Liability

| | |
|---|---|
| Any one accident or Loss | $1,000,000 |

- Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County

- 30 days' notice of cancellation

**.3** Workers' Compensation

| | |
|---|---|
| Workers' Compensation | State Statutory Limits |
| Employer's Liability | |
| Bodily Injury by Accident | $1,000,000 each accident |
| Bodily Injury by Disease | $1,000,000 policy limit |
| Bodily Injury by Disease | $1,000,000 each employee |

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

**.4** Professional Liability

| | |
|---|---|
| Each Claim | $2,000,000 |
| General Aggregate | $2,000,000 |

- Any deductibles or self-insured retentions over $75,000 must be declared and approved in writing by Williamson County in advance.

## ARTICLE 3 SCOPE OF A/E'S BASIC SERVICES

**§ 3.1** The A/E shall provide those Basic Services described in Article 3, and 2.1, including the usual and customary structural, mechanical, and electrical engineering services, unless specifically provided elsewhere.

**§ 3.1.1** The A/E shall manage the A/E's services, consult with the Owner, research applicable design and development criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. A/E shall also participate in any public hearings requested by Owner and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

**§ 3.1.2** The A/E shall coordinate its services with those services provided by the Owner and the Owner's consultants. The A/E shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants when that information is transmitted by the Owner to the A/E and is designated by Owner to be reliable. The A/E shall provide prompt written notice to the Owner if the A/E becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the A/E shall submit for the Owner's approval a schedule for the performance of the A/E's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the A/E. With the Owner's approval, the A/E shall adjust the schedule, if necessary as the Project proceeds until the commencement of construction.

**§ 3.1.4** The A/E shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the A/E shall prepare designs and documents in accordance with applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

**§ 3.1.5** The A/E shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 SCHEMATIC DESIGN PHASE SERVICES**

**§ 3.2.1** The A/E shall review the project, program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the A/E's services.

**§ 3.2.2** The A/E shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The A/E shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The A/E shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches.

**§ 3.2.4** Based on the Project's requirements, the A/E shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the A/E shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may, if requested by the Owner, include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The A/E shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.5.2** The A/E shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

**§ 3.2.6** The A/E shall submit to the Owner an estimate of the Cost of the Work. A/E shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Schematic Design package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

**§ 3.2.7** The A/E shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** A/E shall provide for the Owner's approval a written itemized estimate of the Cost of the Work based upon the Design Development package produced by the A/E, with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

**§ 3.3.3** The A/E shall submit the Design Development documents to the Owner, including the estimate required under §3.3.2 above, and request the Owner's approval.

**§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the A/E shall prepare Construction Documents for the Owner's approval. The Construction Documents shall indicate in detail the materials, systems, and other requirements for construction of the Work.

**§ 3.4.2** The A/E shall prepare Construction Documents that conform to the requirements of applicable laws, codes, ordinances, regulations, and other requirements of governmental authorities having jurisdiction over the Project.

**§ 3.4.3** During the development of the Construction Documents, the A/E shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The A/E shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms. **A/E acknowledges and agrees that the Conditions of the Contract for Construction (General, Supplementary and other Conditions) must be suitable for use with the form of agreement between the Owner and Contractor that Williamson County desires to use for the Project and, to the extent the terms of the Conditions of the Contract for Construction and the terms of the County's preferred agreement between the Owner and Contractor conflict or do not align with one another, A/E must resolve all issues contained in the Conditions of the Contract for Construction so the Contract Documents complement one another.**

**§ 3.4.4** Upon 75% completion of the Construction Documents, the A/E shall provide for the Owner's approval a written, itemized estimate of the Cost of the Work with cost project to the schedule date of completion of the Bidding and Negotiation Phase of Services. If that estimate does not conform to the initial Owner-approved budget, and any Owner-approved amendments thereto, the A/E shall provide a written statement to the Owner describing the specific reasons for the deviation and suggesting alternative designs or changes that can be made to the design in order to bring the Cost of the Work within the then-current Owner budget.

**§ 3.4.5** The A/E shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES**

**§ 3.5.1 GENERAL**

The A/E shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the A/E shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 COMPETITIVE BIDDING**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The A/E shall assist the Owner and the Williamson County Purchasing Department in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and

retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

**.3** organizing and conducting a pre-bid conference for prospective bidders;

**.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

**.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** The A/E shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 NEGOTIATED PROPOSALS**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The A/E shall assist the Owner and the Williamson County Purchasing Department in obtaining proposals by

**.1** procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

**.2** organizing and participating in selection interviews with prospective contractors; and

**.3** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** The A/E shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 CONSTRUCTION PHASE SERVICES**

**§ 3.6.1 GENERAL**

**§ 3.6.1.1** The A/E shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the Uniform General Conditions for Williamson County.

**§ 3.6.1.2** The A/E shall advise and consult with the Owner during the Construction Phase Services. The A/E shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The A/E shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the A/E be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The A/E shall be responsible for the A/E's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** The A/E's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the A/E issues the final Certificate for Payment.

**§ 3.6.2 EVALUATIONS OF THE WORK**

**§ 3.6.2.1** The A/E shall visit the site at intervals appropriate to the stage of construction to become familiar with the progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the A/E shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The A/E has the authority to reject Work that does not conform to the Contract Documents and to notify Owner that A/E is rejecting such Work as not conforming to the requirements of the Contract Documents. Whenever the A/E considers it necessary or advisable, the A/E shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the A/E nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the A/E to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The A/E shall interpret and advise the Owner of that interpretation on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The A/E's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations by the A/E shall be consistent with the requirements indicated in or reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When approved by Owner in advance, the A/E's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless otherwise provided, the A/E shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents or as requested by Owner.

**§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR**

**§ 3.6.3.1** The A/E shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The A/E's certification for payment shall constitute a representation to the Owner, based on the A/E's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the A/E's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon

Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the A/E.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the A/E has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The A/E shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 SUBMITTALS**

**§ 3.6.4.1** The A/E shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The A/E's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the A/E's professional judgment to permit adequate review.

**§ 3.6.4.2** The A/E shall review and approve or take other appropriate action upon the Contractor's submittals (including Shop Drawings, Product Data and Samples, etc.) as necessary to ascertain their conformance with the requirements for the Work as indicated in the Contract Documents. The A/E's review shall not be conducted for the purposes of confirming dimensions or quantities in those submittals except to the extent that the Contractor has requested the assistance of the A/E to determine certain dimensions because those indicated in the Construction Documents conflict with existing field conditions or because the dimensions in the Construction Documents contain erroneous, inconsistent, or incomplete information or dimensions for which clarification is needed and can be supplied by the A/E. The A/E's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the A/E, of any construction means, methods, techniques, sequences or procedures.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the A/E shall specify the appropriate performance and design criteria that such services must satisfy. The A/E shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the A/E.

**§ 3.6.4.4** The A/E shall review and respond to requests for information about the Contract Documents. The A/E shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The A/E's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the A/E shall

prepare and issue supplemental Drawings and Specifications in response to requests for information.

**§ 3.6.4.5** The A/E shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 CHANGES IN THE WORK**

**§ 3.6.5.1** Subject to the approval of the Owner, the A/E may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. All authorizations for minor changes in the Work shall be in writing, or confirmed by the A/E in writing within 24 hours of authorization of the change. The A/E shall, immediately upon authorizing a minor change in the Work, provide written notice to the Owner thereof, describing the change, and confirming that the change will not affect the Contract Time or the Contract Sum. The A/E shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The A/E shall maintain records relative to changes in the Work.

**§ 3.6.6 PROJECT COMPLETION**

**§ 3.6.6.1** The A/E shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The A/E's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When the Work is found to be substantially complete, the A/E shall advise the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The A/E shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the A/E shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 ADDITIONAL SERVICES**

**§ 4.1** The Owner may request Additional Services of the A/E. Additional Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the A/E believes to be outside the scope of Basic Services, the A/E shall, before performing those services, inform the Owner in writing of the A/E's belief that the services requested are Additional Services and shall provide an estimate in writing to the Owner of the probable total of the Additional Services fees to be incurred in performing the services requested. **The A/E shall not proceed to provide Additional Services until the A/E receives the Owner's written authorization following Owner's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the A/E, any Additional Services provided in accordance with this Section 4.2 shall entitle the A/E to compensation pursuant to Section 11.3 and an appropriate adjustment in the A/E's schedule. Upon recognizing the need to perform Additional Services, the A/E shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. **The A/E shall not proceed to provide Additional Services until the A/E receives the Owner's written authorization.**

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. A/E and Owner acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

**§ 5.2** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the A/E. The A/E shall prepare designs and Construction Documents so that the Project can be built within the Owner's budget for the Project.

**§ 5.3** With respect to any action, decision or determination which is to be taken or made by Owner with respect to the Project, the Owner shall identify a representative authorized to take such action or make such decision or determination or the Owner's representative shall notify A/E in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. Owner may change the designated representative upon written notice to the A/E; and the Owner may modify the scope of authority of the designated representative in like manner. The Owner shall render decisions and approve the A/E's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the A/E's services. The Owner's representative shall not have any right to modify, amend or terminate this Agreement or issue

authority to A/E to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

**§ 5.4** The A/E shall coordinate its Services and those of its subconsultants with the services provided by the Owner or Owner's separate consultants, if any.

**§ 5.5** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, where needed for performance of the Work and where the need is not the result of the A/E's negligence or failure to perform.

**§ 5.6** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the A/E's negligence or failure to perform.

**§ 5.7** The Owner shall provide prompt written notice to the A/E if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the A/E's Instruments of Service, provided nothing in this Agreement shall be construed as to require the Owner to determine the adequacy, accuracy, or sufficiency of the design, the Construction Documents, or the A/E's services.

**§ 5.8** The A/E shall coordinate the A/E's duties and responsibilities set forth in the Contract for Construction with the A/E's services set forth in this Agreement. The A/E shall perform in a manner consistent with the obligations of the A/E as stated in this Agreement and in the Contract Documents. The Owner shall provide the A/E a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.9** The Owner shall provide the A/E access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the A/E access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the A/E and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the A/E, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs.

**§ 6.2** The Owner's budget for the Cost of the Work may be adjusted throughout the Project. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the A/E, represent the A/E's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the A/E nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions.

**§ 6.3** In preparing estimates of the Cost of Work, the A/E shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The A/E's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

**§ 6.4** The A/E's estimate of the Cost of the Work shall be projected to the scheduled date of completion of the Bidding and Negotiation Phase of Services.

**§ 6.5** If at any time the A/E's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the A/E shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the A/E in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal for reasons not related to the fault of the A/E, the Owner shall at the Owner's sole discretion:

**.1** give written approval of an increase in the budget for the Cost of the Work;
**.2** authorize rebidding or renegotiating of the Project within a reasonable time;
**.3** terminate in accordance with this Agreement;
**.4** in consultation with the A/E, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
**.5** instruct the A/E to modify its design and the Construction Documents so that the Cost of the Work fall within the Owner's budget; or
**.6** implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.5, the A/E, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The A/E and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The A/E hereby assigns to the Owner, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the A/E. Among those documents are certain "Instruments of Service" including the design drawings and the Construction Documents. The Owner's obligation to pay the A/E is expressly conditioned upon the A/E obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the A/E to the Owner as express in this Article 7, which copyrights the A/E, in turn, hereby assigns to Owner. The Owner, in return, hereby grants to A/E and its subconsultants a

revocable, nonexclusive license to reproduce the documents for purposes relating directly to the A/E's performance of its obligations under this Agreement, to the A/E's archival records, and for the A/E's reproduction of drawings and photographs in the A/E's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the A/E or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the A/E may be sub-licensed to the A/E's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon A/E's assignment of this nonexclusive license to another or its attempt to do so.

**§ 7.3** The A/E shall obtain similar nonexclusive licenses from the A/E's consultants consistent with this Agreement.

**§ 7.3.1** To the extent that liability arises from misuse of the Instruments of Service by the Owner or another architect or engineer, the A/E shall not be responsible for that misuse.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the A/E or its consultants for any other purpose without the express written permission of the Owner.

**§ 7.5** If the Owner subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the A/E, the Owner shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the A/E or its consultants.

**§ 7.6** The A/E shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the Owner.

**§ 7.7** Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the Owner. Under no circumstances shall the A/E release any material or information developed in the performance of its services hereunder without the express written permission of Owner.

**§ 7.8** No license is granted by this Agreement or otherwise allowing A/E or its consultants to reproduce, distribute, modify, display or otherwise use Owner-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to Owner are valuable intellectual property and that misuse or misappropriation of them will damage the Owner.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

**§ 8.1.1** The Owner and A/E shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period

specified by applicable law. The Owner and A/E waive all claims and causes of action not commenced in accordance with this Agreement.

**§ 8.1.2** To the extent damages are covered by proceeds received by the claimant from property insurance, the Owner and A/E waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The Owner or the A/E, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the A/E. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

**§ 8.2 MEDIATION**

**§ 8.2.1** The Owner and A/E shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

**§ 8.2.2** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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 or employees, 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.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The A/E shall give the Owner 21 days' written notice of the A/E's intention to terminate or suspend the Services under this Agreement. The notice shall detail the A/E's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the Owner may cure the alleged reason.

**§ 9.2** If the Owner fails to make payments to the A/E that are otherwise due hereunder, the A/E shall give the Owner 14 days' advanced written notice of its intention to suspend Services. If the Owner fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, A/E may give notice of suspension and suspend the Services five (5) days thereafter.

Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the A/E, the A/E may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4**. This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than seven (7) days' written notice to the A/E. Should the Owner terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

**§ 9.5** In the event of termination not the fault of the A/E, the A/E shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

**§ 10.2** Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

**§ 10.3** The Owner and A/E, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the A/E are deemed to be personal in nature and the A/E may not assign its interest or obligations under this Agreement without the written consent of the Owner.

**§ 10.4** If the Owner requests the A/E to execute certificates, the proposed language of such certificates shall be submitted to the A/E for review. If the Owner requests the A/E to execute consents, the A/E shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the A/E for review. The A/E shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or A/E.

**§ 10.6** Unless otherwise required in this Agreement, the A/E shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should

the A/E become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the Owner.

**§ 10.7** The A/E shall have the right to include photographic or artistic representations of the design of the Project among the A/E's promotional and professional materials. The A/E shall be given access to the completed Project, when approved by Owner, to make such representations. However, the A/E's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the A/E in writing of the specific information considered by the Owner to be confidential or proprietary.

**§ 10.8** If the A/E or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the A/E's Basic Services, the Owner shall compensate the A/E as follows:

_____

**§ 11.2** For Additional Services designated in Section 4.1, the Owner shall compensate the A/E as follows:

A lump sum amount to be agreed upon, in advance, between Owner and A/E. Alternatively, if approved by Owner, in advance and in writing, A/E's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the A/E as follows:

A lump sum amount to be agreed upon, in advance, between Owner and A/E. Alternatively, if approved by Owner, in advance and in writing, A/E's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.4** Compensation for Additional Services of the A/E's consultants when not included in Section 11.2 or 11.3, shall be the actual amount invoiced to the A/E, or as otherwise stated below.

**§ 11.5** Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | | percent ( | | %) |
| Design Development Phase | | percent ( | | %) |
| Construction Documents Phase | | percent ( | | %) |
| Bidding or Negotiation Phase | | percent ( | | %) |
| Construction Phase | | percent ( | | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal falling within the Owner's budget, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work approved by the Owner for such portions of the Project. The A/E shall be entitled to compensation in accordance with this Agreement for all services performed by the A/E in accordance with this Agreement whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for Additional Services performed by the A/E and the A/E's consultants, if any, are set forth in the attached Exhibit B.

*(If applicable, attach an exhibit of hourly billing rates.)*

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** A/E shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

**§ 11.8.2** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to A/E without mark-up.

**§ 11.9** A/E acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that A/E hereby agrees to comply with the terms of same.

**§ 11.10 PAYMENTS TO THE A/E**

**§ 11.10.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the A/E's Services, the A/E shall submit a sworn statement to the Owner's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to Owner's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by A/E for Additional Services. In the event that A/E's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of A/E or A/E's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the A/E certifying that the work was performed, it was authorized by Owner, and that all information contained in the invoice is true and correct.

**§ 11.10.2**. Owner's designated representative shall review the A/E's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once Owner approves the A/E's invoice, Owner shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

**§ 11.10.3** Owner's payment for goods and services is 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 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/application for payment submitted by A/E, Owner shall notify A/E 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 A/E, A/E shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by A/E beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, A/E 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.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the Owner's designated representative when payment is requested.

**§ 11.10.5 Right to Audit**. A/E agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. A/E agrees that Owner or its duly authorized representatives shall, until the expiration of three 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 A/E which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. A/E agrees that Owner shall have access during normal working hours to all necessary A/E 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 A/E reasonable advance notice of intended audits.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** The A/E shall provide prompt written notice to the Owner if the A/E becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the A/E's Instruments of Service.

**§ 12.2** A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

**§ 12.3** A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY A/E.

**§ 12.4** A/E FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS CONTRACT.

**§ 12.5** THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND

CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

**§ 12.6** IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN A/E IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. A/E SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**§ 12.7 Not Used.**

**§ 12.7.1 Not Used.**

**§ 12.8** The Parties 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 will take affirmative steps 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.

**§ 12.9** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, the responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the A/E and supersedes all prior negotiations, representations or agreements, either written or oral.

This Agreement may be amended only by written instrument signed by both Owner and A/E, unless such amendment by unilateral action of the Owner is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by Owner and A/E.

**§ 13.2** This Agreement is comprised of the following documents listed below:

**.1** This Agreement for Architectural and Engineering Services;
**.2** Exhibit A: Initial Project Information, if any;
**.3** Exhibit B: Hourly Rates, if any;
**.4** Exhibit C: Production Schedule, if any;
**.5** Exhibit D: Williamson County Vendor Reimbursement Policy
**.6** Grant Project documents:

*(List other documents, if any, and additional scopes of service, if any, forming part of the Agreement.)*

**§ 13.3** This Agreement is not effective until signed by the Owner and A/E. The Owner executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The A/E's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that A/E has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

**WILLIAMSON COUNTY, TEXAS (Owner)**

By: _____
Dan A. Gattis,
Williamson County Judge

Date Signed: _____ _____, 20___

_____ **(A/E)**
*(Name of Firm/Entity)*

By: _____
*(Signature)*

Printed Name: _____

Title: _____

Date Signed: _____ _____, 20___

# Exhibit A
# Initial Project Information

# Exhibit B
# Hourly Rates

# Exhibit C
# Production Schedule

**Exhibit D**

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
7.4 Mileage will be reimbursed on the basis of the most commonly used route.
7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

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

**9. Repayment of Nonreimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# 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.

5 6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

5 6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

**Reference 1**

Client Name:
Location:

Contact Name:
Title:

# 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.

# Question and Answers for Bid #1611-128 - RV Park Development at Williamson County Expo Center- Phase II development

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 12/20/2016

IFB 1611-130 Resurfacing, milling and overlay road construction on University Blvd.

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action for the Purchasing Agent to advertise for qualified firms to provide materials, milling, overlay, striping crews and equipment to resurface a portion of University Blvd. from approximately CR 110 to SH130.

**Background**

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**Fiscal Impact**

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

**Attachments**

IFB 1611-130 Bid Packet

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Teri Jeffries | | Started On: 12/13/2016 08:47 AM |
| Final Approval Date: 12/14/2016 | | |

# Solicitation 1611-130

# Resurface, Milling and Overlay on University Blvd CR110 to SH130

## Bid Designation: Public

## Williamson County, Texas

# Bid 1611-130
# Resurface, Milling and Overlay on University Blvd CR110 to SH130

| | |
|---|---|
| Bid Number | **1611-130** |
| Bid Title | **Resurface, Milling and Overlay on University Blvd CR110 to SH130** |
| Bid Start Date | **In Held** |
| Bid End Date | **Jan 25, 2017 12:00:00 PM CST** |
| Question & Answer End Date | **Jan 20, 2017 12:00:00 PM CST** |
| Bid Contact | **Teri Jeffries**<br>**Senior Purchasing Specialist**<br>**512-943-1553**<br>**Teri.jeffries@wilco.org** |
| Contract Duration | **1 year** |
| Contract Renewal | **Not Applicable** |
| Prices Good for | **1 year** |
| Pre-Bid Conference | **Jan 17, 2017 10:00:00 AM CST**<br>**Attendance is mandatory**<br>**Location: Department of Infrastructure, Road and Bridge Division, 3151 S.E Inner Loop, Suite B, Georgetown, Texas 78626** |
| Bid Comments | **Williamson County is seeking qualified contractors to provide materials, experienced milling, overlay, striping crews and equipment to resurface University Blvd from approximately CR110 to SH130.** |

**Item Response Form**

| | |
|---|---|
| Item | **1611-130--01-01 - Add all documents and requirements to this line item.** |
| Quantity | **1 each** |
| Unit Price | |
| Delivery Location | **Williamson County, Texas**<br>Road and Bridge<br>3151 S. E. Inner Loop<br>Suite B<br>Georgetown TX 78626<br>**Qty** 1 |

**Description**
Add all required documents to this line item.

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICIATION 1611-130

Resurface, Milling and Overlay on University Blvd CR110 to SH130

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**
**Jan 25, 2017 12:00:00 PM CST**

**PROPOSAL WILL BE PUBLICLY OPENED:**
**Jan 25, 2017 12:00:00 PM CST**

Notice is hereby given that sealed Proposals 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 proposals. Specifications for this RFP may be obtained by registering at www.bidsync.com.

**Williamson County prefers and requests electronic submittal of this Proposal.**

**All electronic proposal must be submitted via:** www.bidsync.com

Electronic proposals are requested, however paper proposals will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Respondents are strongly encouraged to carefully read this entire RFP.**

All interested Respondents are invited to submit a Proposal in accordance with the Instructions and General Requirements, Proposal Format, Proposal Specifications, and Definitions, Terms and Conditions stated in this RFP.

**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.**

**Williamson County will not accept any Proposals received after the submittal deadline, and shall return such Proposals unopened to the Respondent.**

General Information:

- If mailed or delivered in person, Proposal and Proposal 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 RFP, to:

  Williamson County Purchasing Department
  Attn: **PROPOSAL NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Respondents should list the Proposal Number, Proposal Name, Name and Address of Respondent, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed."
  - Respondent should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Proposals being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Proposals will be opened publicly in a manner; however, to avoid public disclosure of contents, only the names of Respondents and pricing will be read aloud.

- 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 RFP 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.

# 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.

## 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 (20) working days.

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, 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 10” Type B 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 10”.

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 B) 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 10".

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.

Contractor shall mark and maintain 100 ft stations for the duration of the project, as directed.

## 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.

After 60 days, areas with little or no growth shall be re-seeded at contractor's expense.

## 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 applied on milled edge/end transition prior to HMAC placement 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. Remove dirt, dust or other harmful material prior to underseal application. If necessary, blade pavement edges as directed by engineer. 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 B using PG binder 70-22. Engine oil is not allowed as a component of the binder.

Recycled Asphalt Shingles (RAS) are not permitted. Recycled Asphalt Pavement (RAP) is not permitted in the surface course, 20% of RAP is permitted to be used in the mix design for subsurface course.

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.

When there is visual evidence of segregation or segregation profile fails to meet specification, the segregated area shall be removed and replaced.

HMAC shall be placed in layers/lifts as identified in the plans. Lifts shall be compacted thoroughly and uniformly to obtain the compaction and cross section identified in the plans.

HMA mixtures that are discharged from the mixer at a temperature exceeding 350°F or a temperature more than 50°F below the target temperature shall not be accepted and shall not be placed on the project. If the Contractor proceeds to place unacceptable material, the Contractor shall remove the material at the Contractor's expense unless otherwise accepted by the County.

HMA mixture shall only be placed when the roadway surface temperature is at or above 60°F unless otherwise accepted by the County or temperatures are expected to rise above 60°F within 2 hours.

Under no circumstances shall the HMA material be dumped on or near the job site and then reloaded for hauling to the site for placement.

All HMA construction joints shall be staggered for each proceeding lift. Ensure placement sequence to avoid excess distance of longitudinal joint lapback not to exceed one day's production rates.

Irregularities shall be corrected, which includes segregation, rutting, raveling, flushing, fat spots, mat slippage, irregular color, irregular texture, roller marks, tears, gouges, streaks, uncoated aggregated particles or broken aggregate particles. Surface irregularities will require the replacement of a full lane width using an asphalt paver.

Submit any proposed adjustments or changes to a job mix formula to the Engineer before production of the new job mix formula.

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 B mixtures that have no less than 4.5% asphalt binder.

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 from the plant to be used on the project. Sufficient quantities of any other additives that will be used in the HMA mixture shall also be provided.

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.

Edge milling shall be done with a large miller with grade control.

## 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, the Texas Manual on Uniform Traffic Control Devices, and the Work Zone Traffic Control Device List (WZTCDL).

Utilize barrels or plastic drums for all merging tapers.

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. All traffic control devices are listed in TxDOT’s WZTCDL.

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.

The contractor shall provide rumble strips at locations requiring flaggers, or as directed. This shall not be paid for directly, but shall be considered subsidiary to this Bid Item.

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.

**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

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 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.

# 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 **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.

**INDEX OF SHEETS**


| SHEET | DESCRIPTION |
|---|---|
| 1 | TITLE SHEET |
| 2 | ESTIMATE OF QUANTITIES SUMMARY |
| 3 | TYPICAL SECTION |
| 4 | MISCELLANEOUS DETAILS |
| 5-11 | OVERLAY AND STRIPING PLAN |
| **SHEET** | **STANDARDS** |
| 12 | TCP (1-2)-12 |
| 13 | TCP (2-2)-12 |
| 14 | TCP (2-3)-12 |
| 15 | TCP (2-4)-12 |
| 16 | TCP (3-1)-13 |
| 17 | TCP (3-3)-14 |
| 18 | TCP (3-4)-13 |
| 19 | TCP (7-1)-13 |
| 20 | WZ (TD)-13 |
| 21 | WZ (STPM)-13 |
| 22 | WZ (UL)-13 |
| 23-34 | BC (1)-14 THRU BC (12)-14 |
| 35 | PM (1)-12 |
| 36 | PM (2)-12 |
| 37 | PM (3)-12 |
| 38 | PM (6)-01 |


# WILLIAMSON COUNTY

## DEPARTMENT OF INFRASTRUCTURE


3151 S.E. INNER LOOP, SUITE B

GEORGETOWN, TEXAS 78626

512-943-3330

www.wilco.org


# PLANS FOR PROPOSED

## UNIVERSITY BLVD

# IMPROVEMENTS

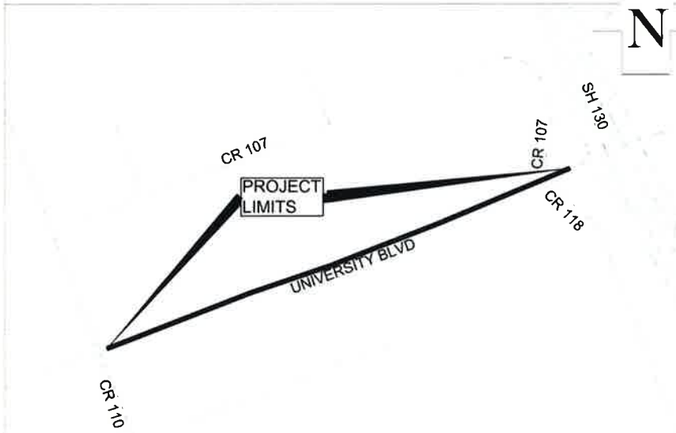
## FROM CR 110 TO SH 130

## STA 13+76.07 TO STA 80+32.56

WILLIAMSON COUNTY 1848

GENERAL PROJECT INFO:
REHAB OF UNIVERSITY BLVD CONSISTS OF FULL DEPTH REPAIR, MILLING, SEALING, OVERLAYING AND RESTRIPING.

LIMITS:
FROM THE INTERSECTION OF CR 110 TO THE INTERSECTION OF SH 130, APPROXIMATELY 6,656 FT OR 1.3 MILES IN LENGTH.




*VICINITY MAP*
*N.T.S.*

WILLIAMSON COUNTY

DESIGNED BY:

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G Morrelli 11/15/16

KELLY G MORRELLI, P.E. PROJECT ENGINEER DATE

THE STANDARD / DETAIL SHEETS, #12 THRU #38, HAVE BEEN ISSUED BY ME AND ARE APPLICABLE TO THIS PROJECT.

APPROVED AND RECOMMENDED FOR CONSTRUCTION:

J. Terron Evertson 11/23/16

J. TERRON EVERTSON, P.E., DIRECTOR OF ROAD & BRIDGE DATE

| # | | # | |
|---|---|---|---|
| # | | # | |
| # | | # | |
| # | SHEETS AFFECTED | BY | DATE |

REFERENCED STANDARD SPECIFICATIONS:
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON NOVEMBER 1, 2014 SHALL GOVERN THIS PROJECT.

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## Estimate of Quantities Summary

| ITEM | NO | DESCRIPTION | UNITS | QUANTITY |
|---|---|---|---|---|
| | | | | |
| 160 | 6003 | FURNISHING AND PLACING TOPSOIL (4") | SY | 4438 |
| 164 | 6033 | DRILL SEEDING (PERM) (RURAL) (SANDY) | SY | 4438 |
| 166 | 6001 | FERTILIZER | AC | 1 |
| 168 | 6001 | VEGETATIVE WATERING | MG | 551 |
| 316 | 6175 | AGGR (TY-B GR-4 SAC-B) | CY | 333 |
| 316 | 6466 | ASPH (CHFRS-2P OR CRS-2P) | GAL | 13370 |
| 341 | 6010 | D - GR HMA TY - B PG70 - 22 | TON | 2483 |
| 341 | 6043 | D - GR HMA TY - D PG70 - 22 | TON | 4202 |
| 354 | 6021 | PLANE ASPH CONC PAV (0" TO 2") | SY | 2102 |
| 354 | 6082 | PLANE ASPH CONC PAV (10") | SY | 4514 |
| 500 | 6001 | MOBILIZATION | LS | 1 |
| 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 2 |
| 662 | 6109 | WK ZN PAV MRK SHT TERM (TAB) TY W | EA | 27 |
| 662 | 6111 | WK ZN PAV MRK SHT TERM (TAB) TY Y - 2 | EA | 810 |
| 666 | 6035 | REFL PAV MRK TY I (W) 8" (SLD) (090MIL) | LF | 645 |
| 666 | 6047 | REFL PAV MRK TY I (W) 24" (SLD) (090MIL) | LF | 24 |
| 666 | 6053 | REFL PAV MRK TY I (W) (ARROW) (090MIL) | EA | 4 |
| 666 | 6077 | REFL PAV MRK TY I (W) (WORD) (090MIL) | EA | 4 |
| 666 | 6146 | REFL PAV MRK TY I (Y) 24" (SLD) (090MIL) | LF | 823 |
| 666 | 6167 | REFL PAV MRK TY II (W) 4" (BRK) | LF | 354 |
| 666 | 6170 | REFL PAV MRK TY II (W) 4" (SLD) | LF | 13244 |
| 666 | 6178 | REFL PAV MRK TY II (W) 8" (SLD) | LF | 645 |
| 666 | 6182 | REFL PAV MRK TY II (W) 24" (SLD) | LF | 24 |
| 666 | 6184 | REFL PAV MRK TY II (W) (ARROW) | EA | 4 |
| 666 | 6192 | REFL PAV MRK TY II (W) (WORD) | EA | 4 |
| 666 | 6207 | REFL PAV MRK TY II (Y) 4" (SLD) | LF | 16207 |
| 666 | 6214 | REFL PAV MRK TY II (Y) 24" (SLD) | LF | 823 |
| 666 | 6299 | RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL) | LF | 354 |
| 666 | 6302 | RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL) | LF | 13244 |
| 666 | 6314 | RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL) | LF | 16207 |
| 672 | 6007 | REFL PAV MRKR TY I-C | EA | 37 |
| 672 | 6009 | REFL PAV MRKR TY II-A-A | EA | 382 |

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 11/15/16

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY
1848
WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

UNIVERSITY BLVD
ESTIMATE OF QUANTITIES SUMMARY

| | | |
|---|---|---|
| Designed: | 3151 S.E. INNER LOOP, SUITE B<br>GEORGETOWN, TEXAS 78626<br>943-3330<br>www.wilco.org | SHEET NO. 2 |
| Checked: | | |
| Drawn: | | |
| Checked: | | |

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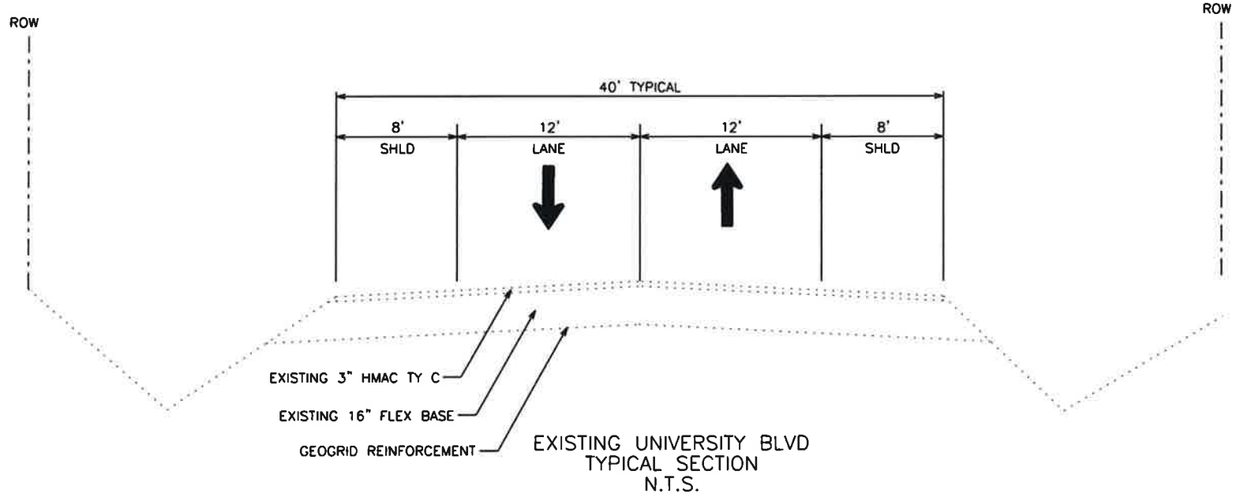
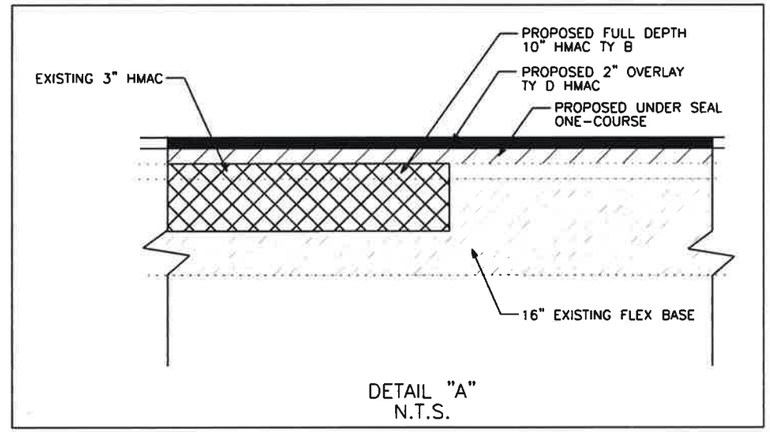
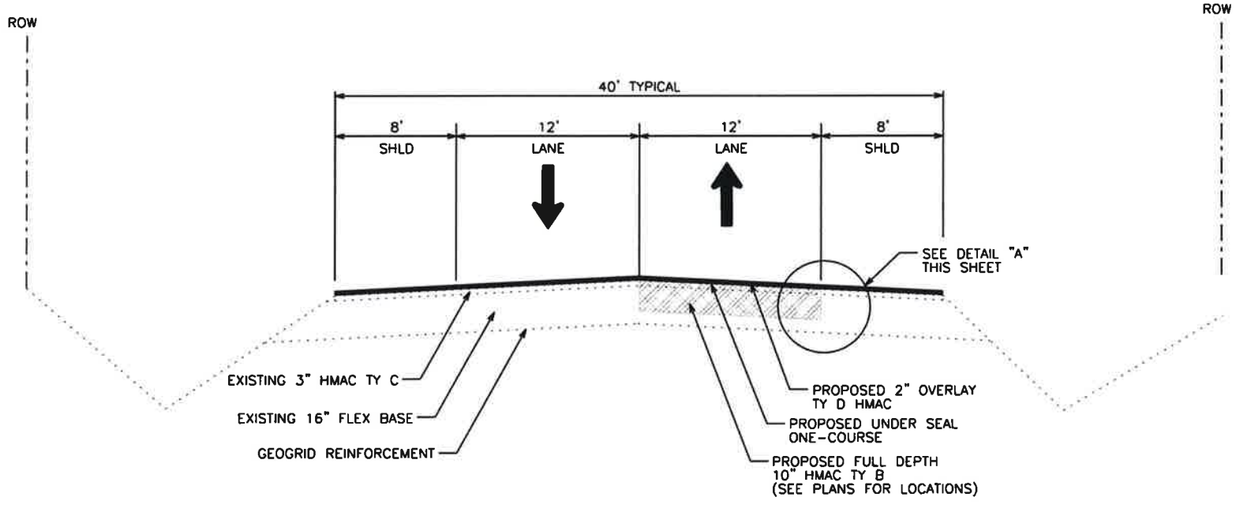



EXISTING UNIVERSITY BLVD
TYPICAL SECTION
N.T.S.




DETAIL "A"
N.T.S.




PROPOSED UNIVERSITY BLVD
TYPICAL SECTION
N.T.S.

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli
11/15/16

| NO. | REVISION | BY | DATE |
|---|---|---|---|

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

UNIVERSITY BLVD
TYPICAL SECTION

| | | |
|---|---|---|
| Designed: | 3151 S.E. INNER LOOP, SUITE B<br>GEORGETOWN, TEXAS 78626<br>943-3330<br>www.wilco.org | SHEET NO. 3 |
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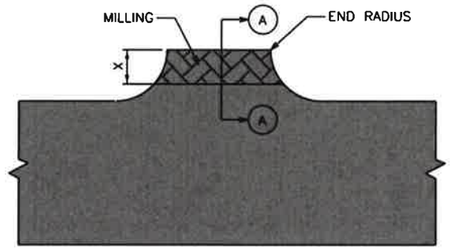
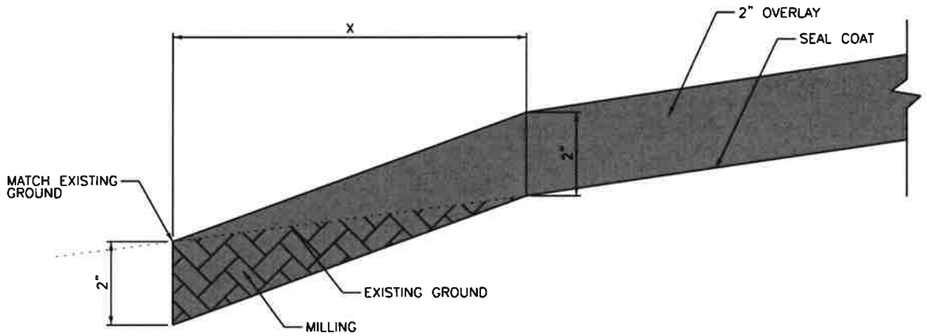



DRIVEWAY
TYPICAL,
X = 10'




TRANSITION BUTT JOINT &
SECTION A–A TYPICAL
N.T.S.

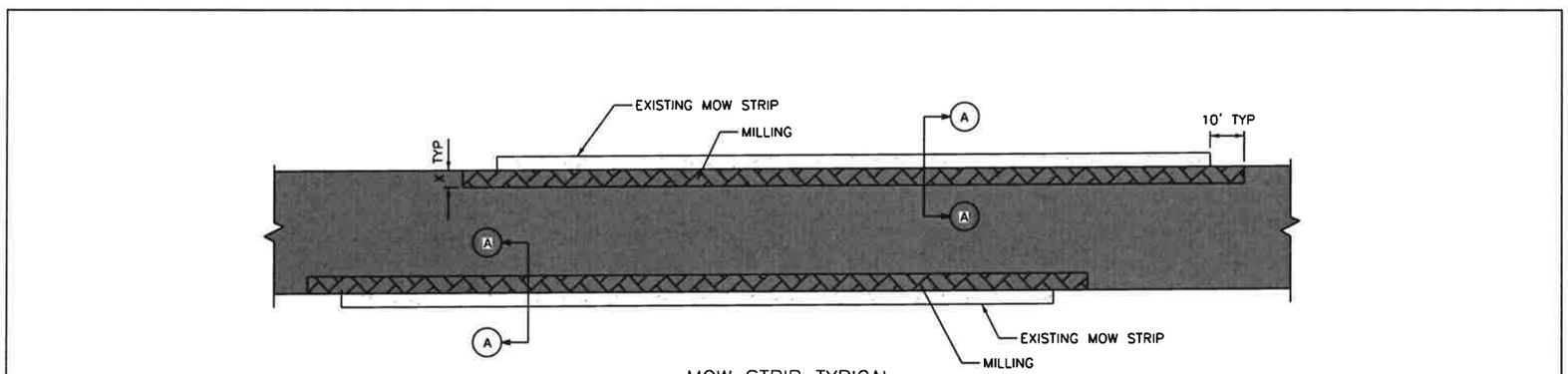
MAIN ROADS: X = 100'
SIDE STREETS: X = 50'

## LEGEND

UNDER SEAL, OVERLAY 2"

MILLING

EXISTING CONCRETE




MOW STRIP TYPICAL
X = 5'

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 11/15/16

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
DEPT. OF
INFRASTRUCTURE

UNIVERSITY BLVD
MISCELLANEOUS DETAILS

| | | |
|---|---|---|
| Designed: | 3151 S.E. INNER LOOP, SUITE B<br>GEORGETOWN, TEXAS 78626<br>943-3330<br>www.wilco.org | SHEET NO. 4 |
| Checked: | | |
| Drawn: | | |
| Checked: | | |

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MATCHLINE STA 17+50.00

MATCHLINE STA 17+50.00

MATCHLINE STA 23+00.00

25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE.
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
3. REFER TO ATTACHED STANDARD DRAWINGS FOR ADDITIONAL INFORMATION.

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G Morrelli 11/15/16

| NO. | REVISION | BY | DATE |
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| | | | |

WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

# UNIVERSITY BLVD OVERLAY AND STRIPING PLAN

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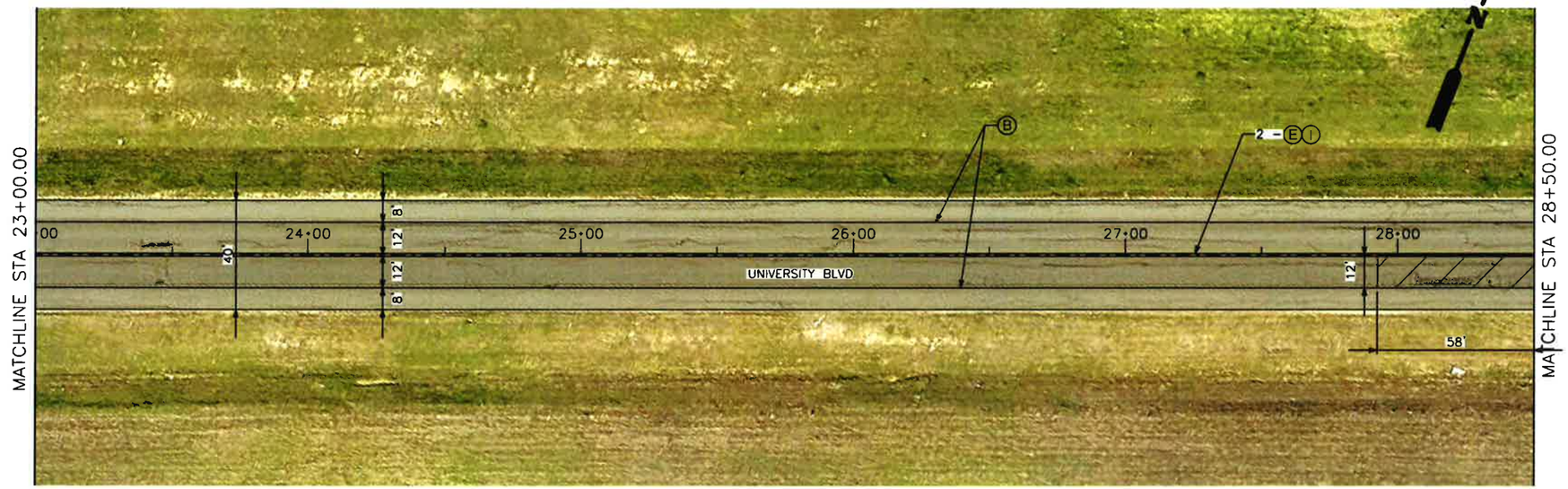


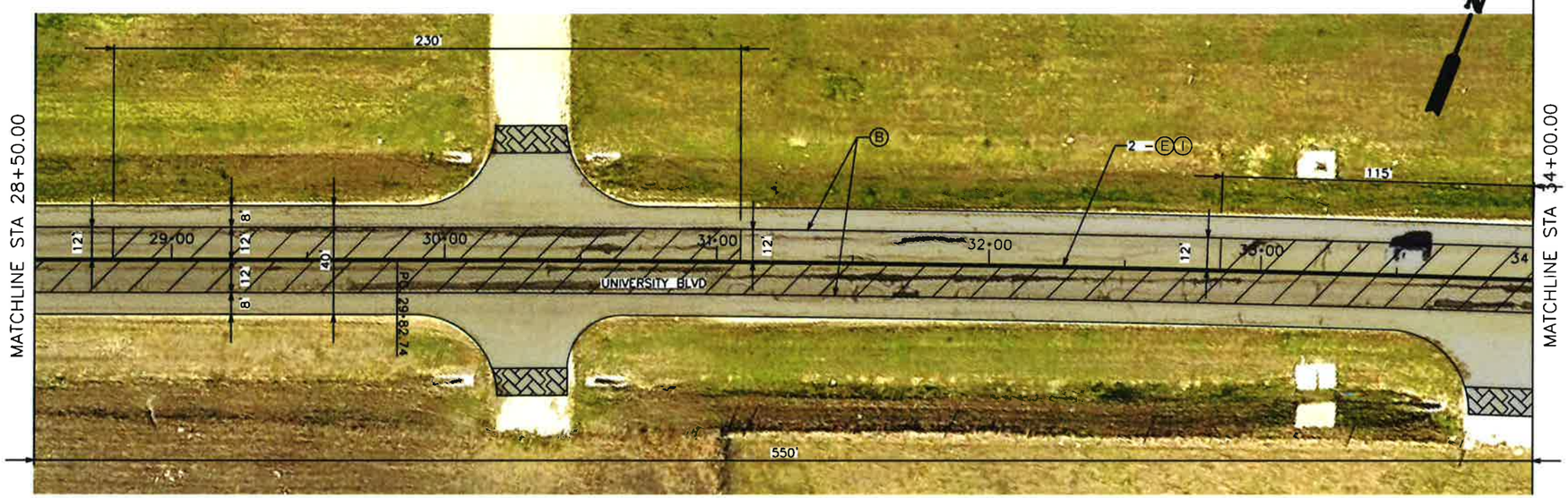


25 12.5 0 25 50
SCALE FEET

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## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

NOTES:
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STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER

Kelly G Morrelli 11/15/16

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WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

UNIVERSITY BLVD
OVERLAY AND STRIPING PLAN

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25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

NOTES:
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STATE OF TEXAS
KELLY G. MORRELLI
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WILLIAMSON COUNTY
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WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

UNIVERSITY BLVD
OVERLAY AND STRIPING PLAN

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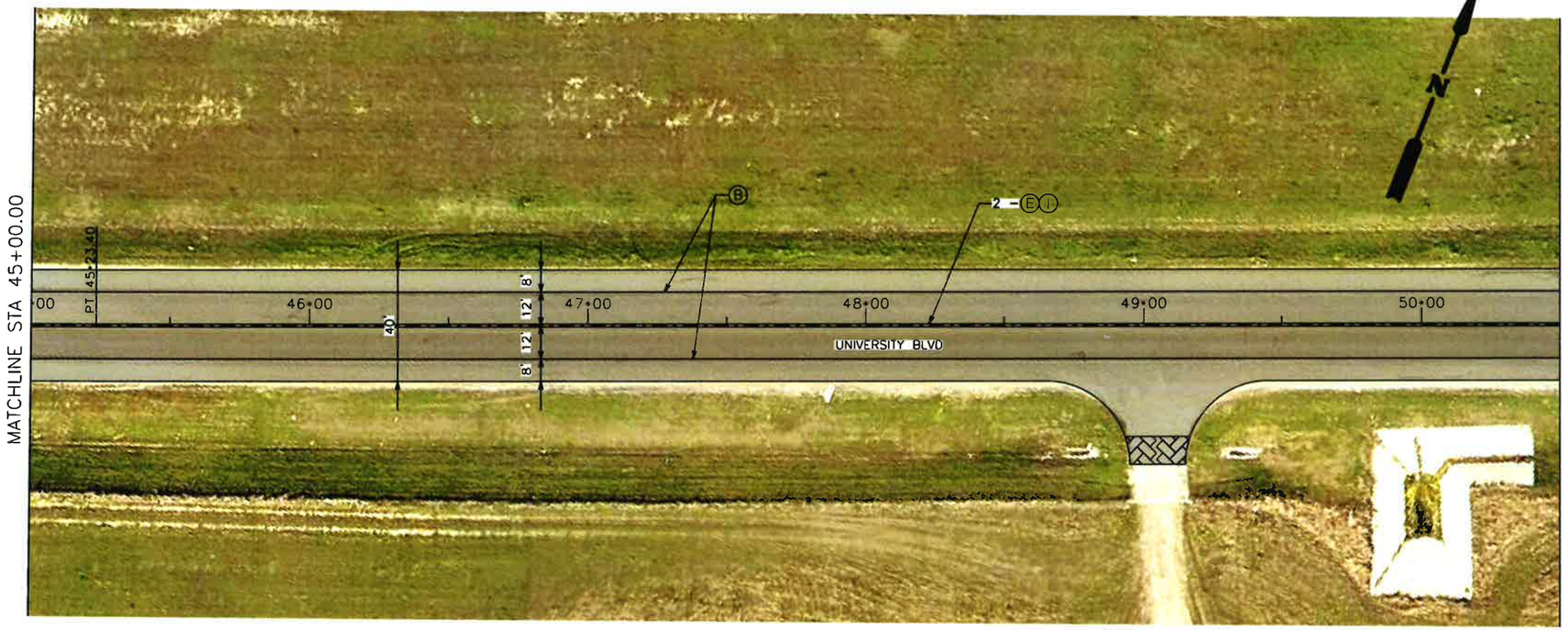

25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

NOTES:
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STATE OF TEXAS
KELLY G. MORRELLI
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

UNIVERSITY BLVD
OVERLAY AND STRIPING PLAN

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NOTES:
1. ALL DIMENSIONS ARE SHOWN TO THE CENTER OF THE DESIGNATED STRIPE
2. ALL FINAL STRIPING SHALL BE THERMOPLASTIC, TYPE I.
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25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
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- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

STATE OF TEXAS
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

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OVERLAY AND STRIPING PLAN

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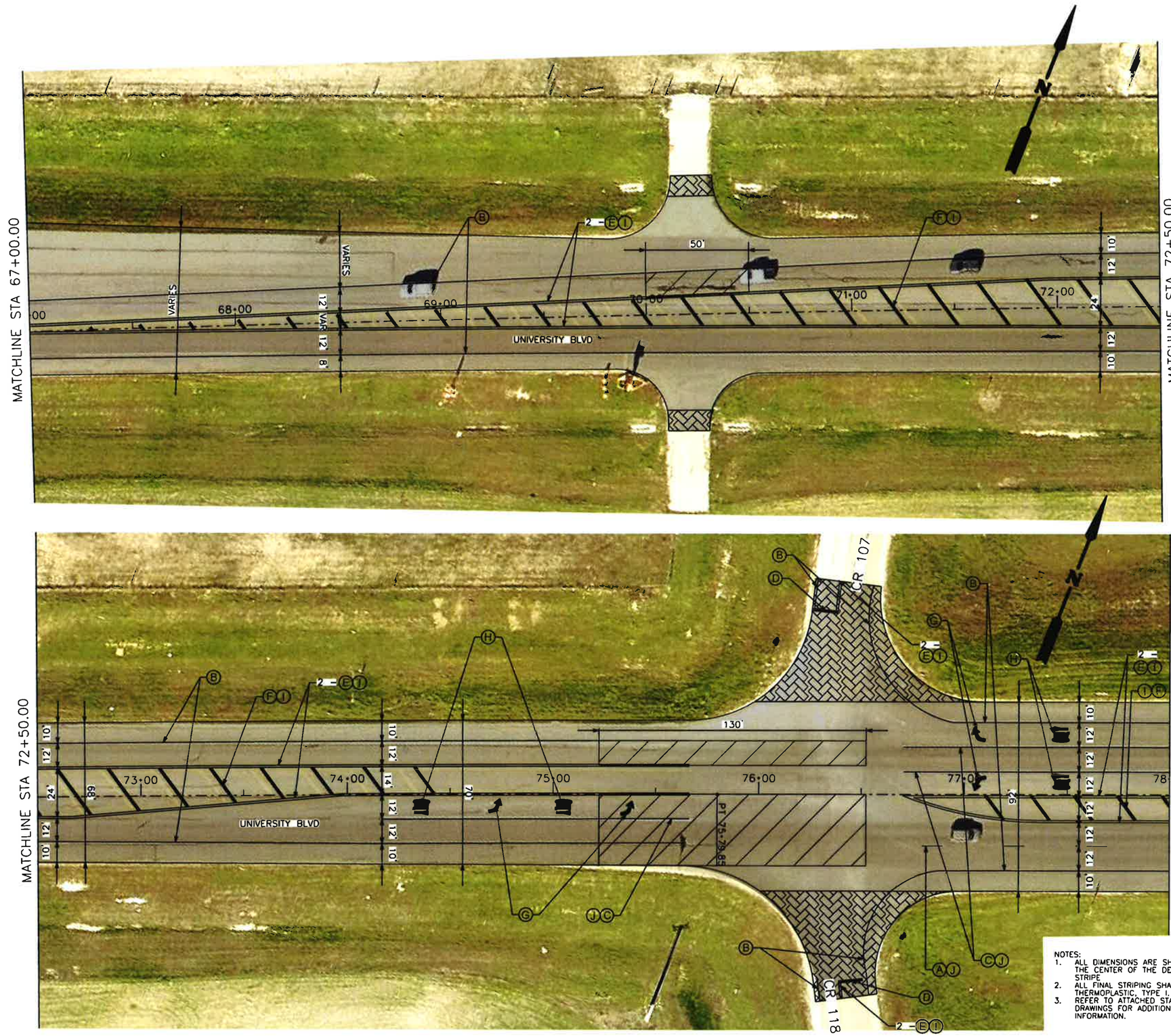


25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
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- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

NOTES:
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STATE OF TEXAS
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Kelly G Morrelli 11/15/16

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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

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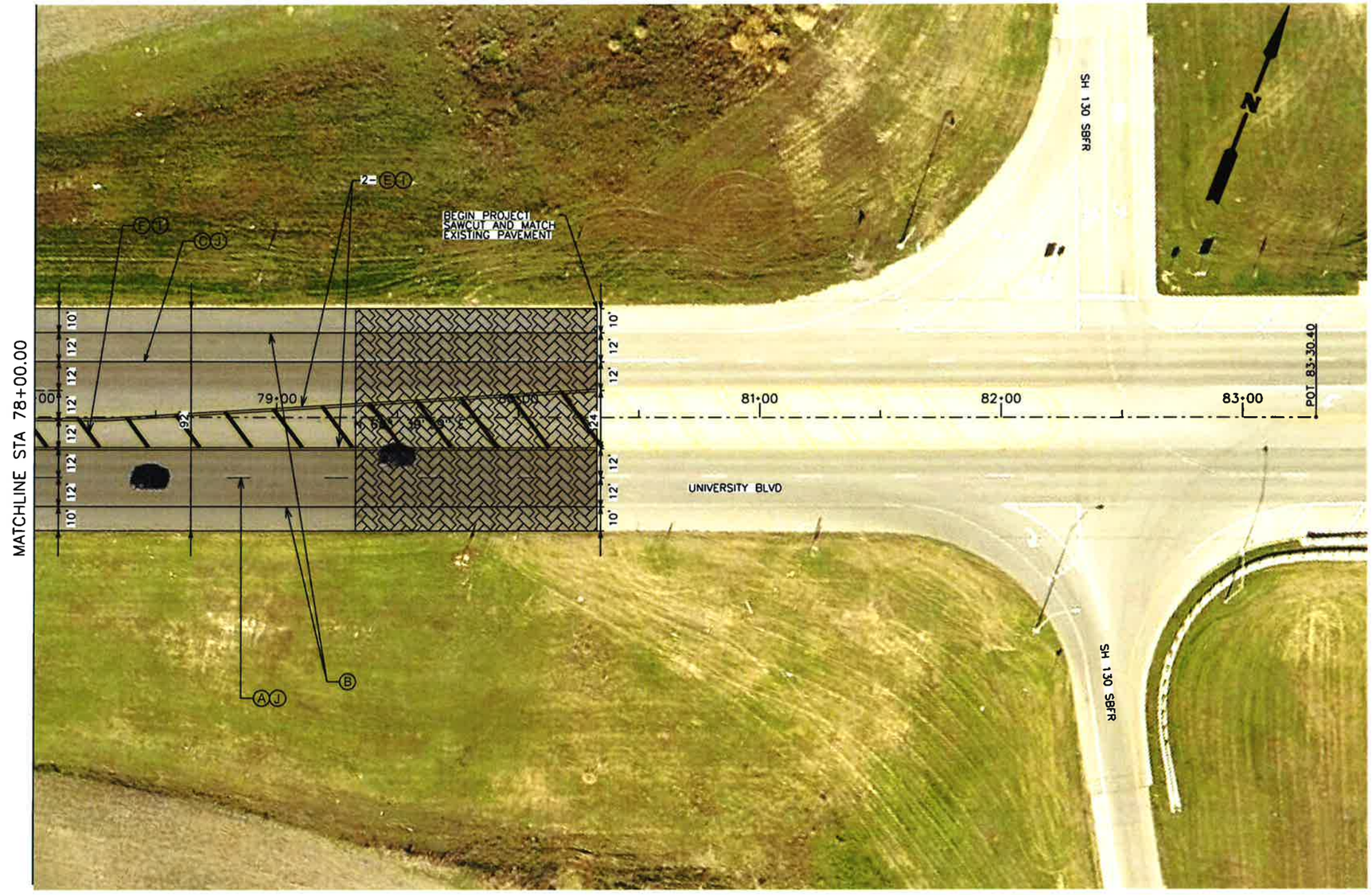


25 12.5 0 25 50
SCALE FEET

## LEGEND

UNDER SEAL, OVERLAY 2"

FULL DEPTH

MILLING

EXISTING CONCRETE

- (A) REFL PAV MRK TY I & II (W) 4" (BRK)
- (B) REFL PAV MRK TY I & II (W) 4" (SLD)
- (C) REFL PAV MRK TY I & II (W) 8" (SLD)
- (D) REFL PAV MRK TY I & II (W) 24" (SLD)
- (E) REFL PAV MRK TY I & II (Y) 4" (SLD)
- (F) REFL PAV MRK TY I & II (Y) 24" (SLD)
- (G) REFL PAV MRK TY I & II (W) (ARROW)
- (H) REFL PAV MRK TY I & II (W) (WORD)
- (I) REFL PAV MRKR TY II-A-A
- (J) REFL PAV MRKR TY I-C

STATE OF TEXAS
KELLY G. MORRELLI
97412
LICENSED
PROFESSIONAL ENGINEER
Kelly G Morrelli 11/15/16

NOTES:
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WILLIAMSON COUNTY 1848

WILLIAMSON COUNTY DEPT. OF INFRASTRUCTURE

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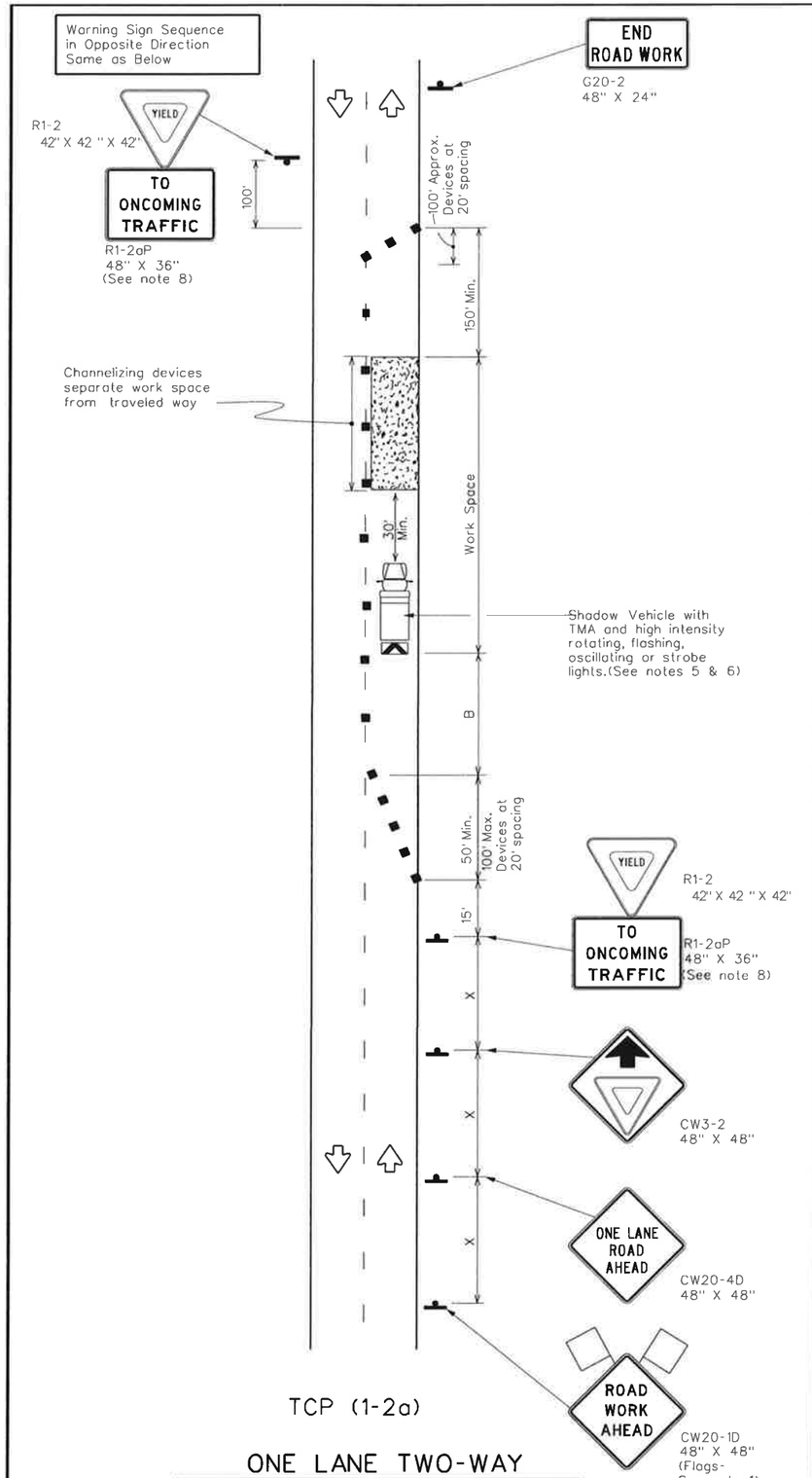
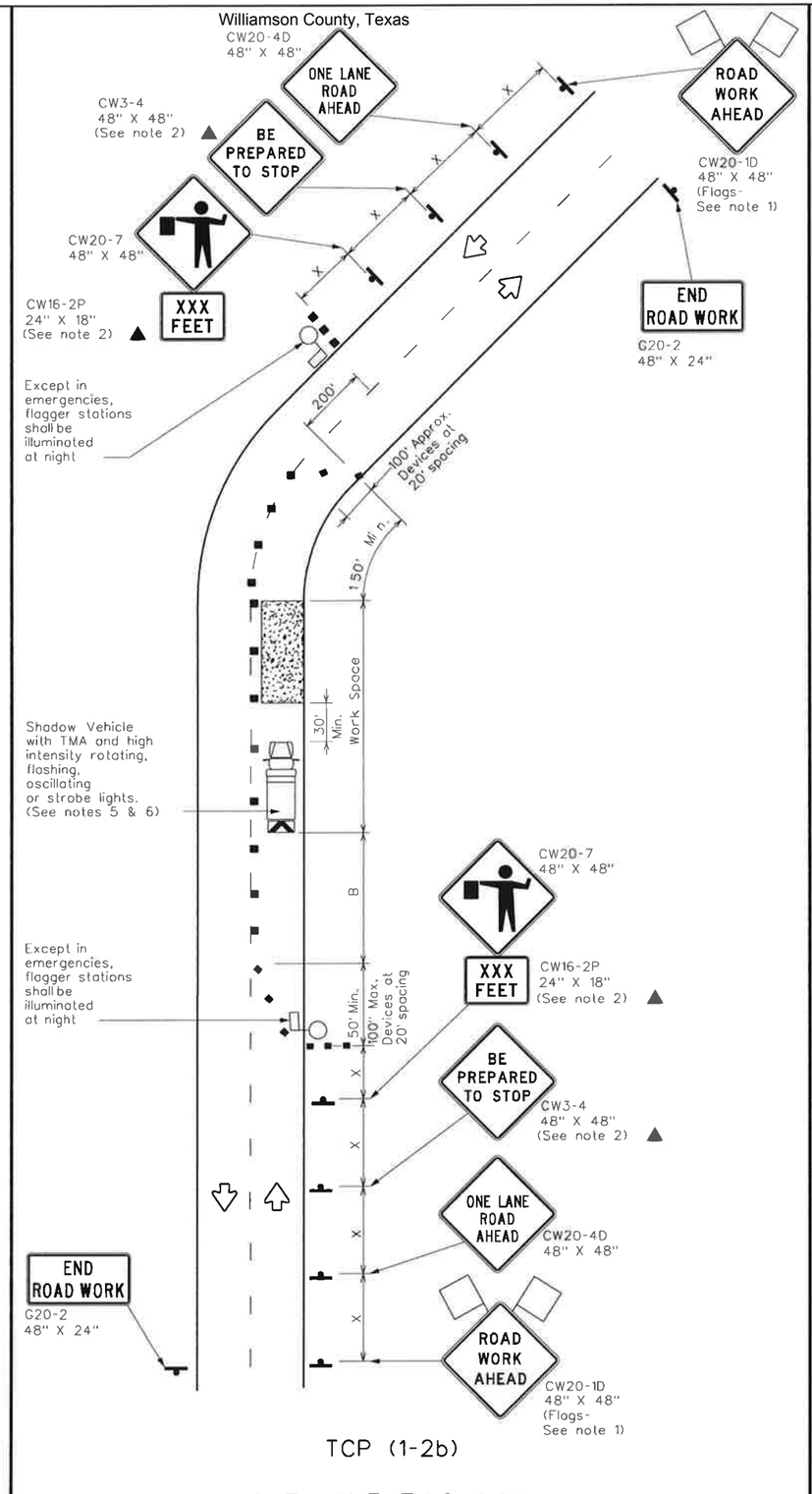



TCP (1-2a)

## 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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| REVISIONS | CONT | SECT | JOB | HIGHWAY |
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| 4-98 | | | | |

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Williamson County, Texas

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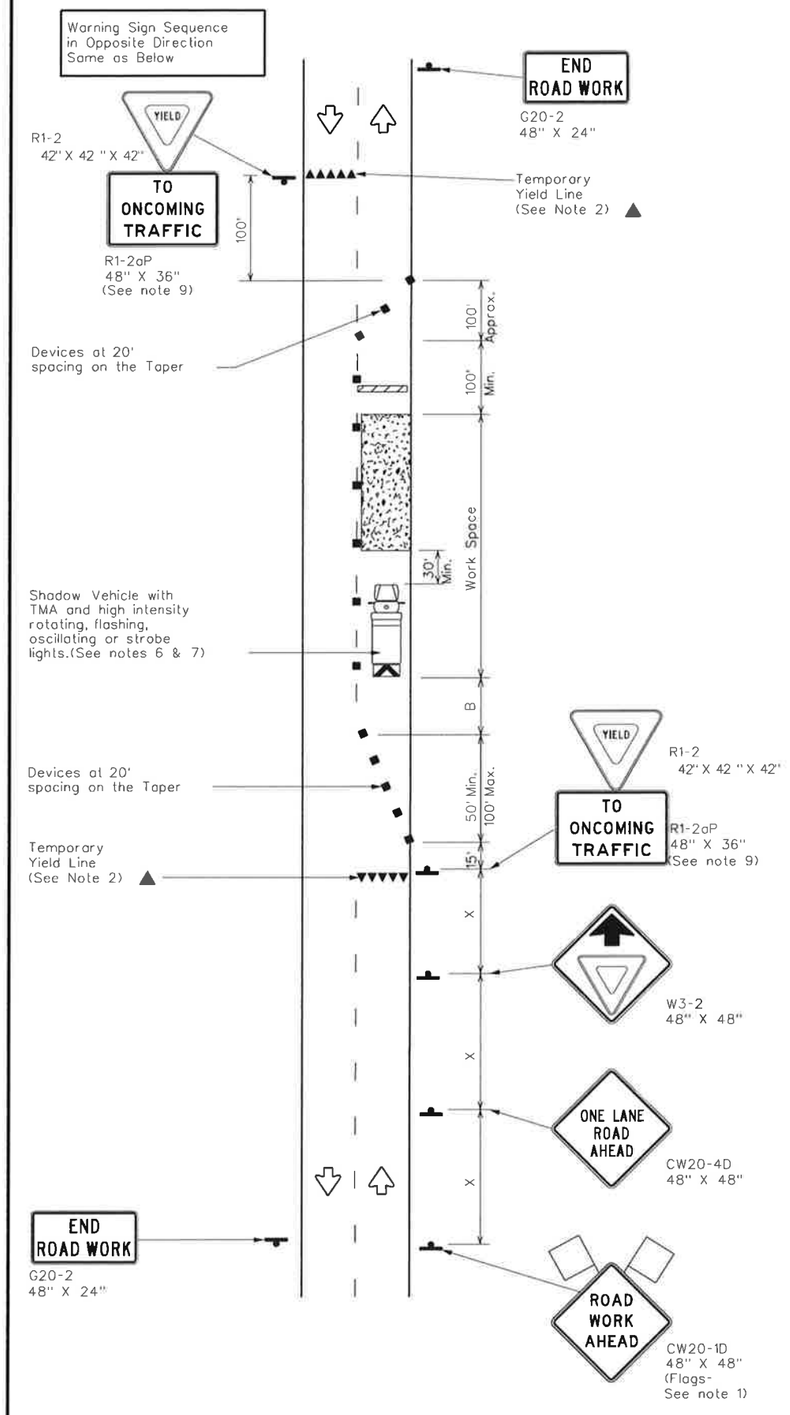
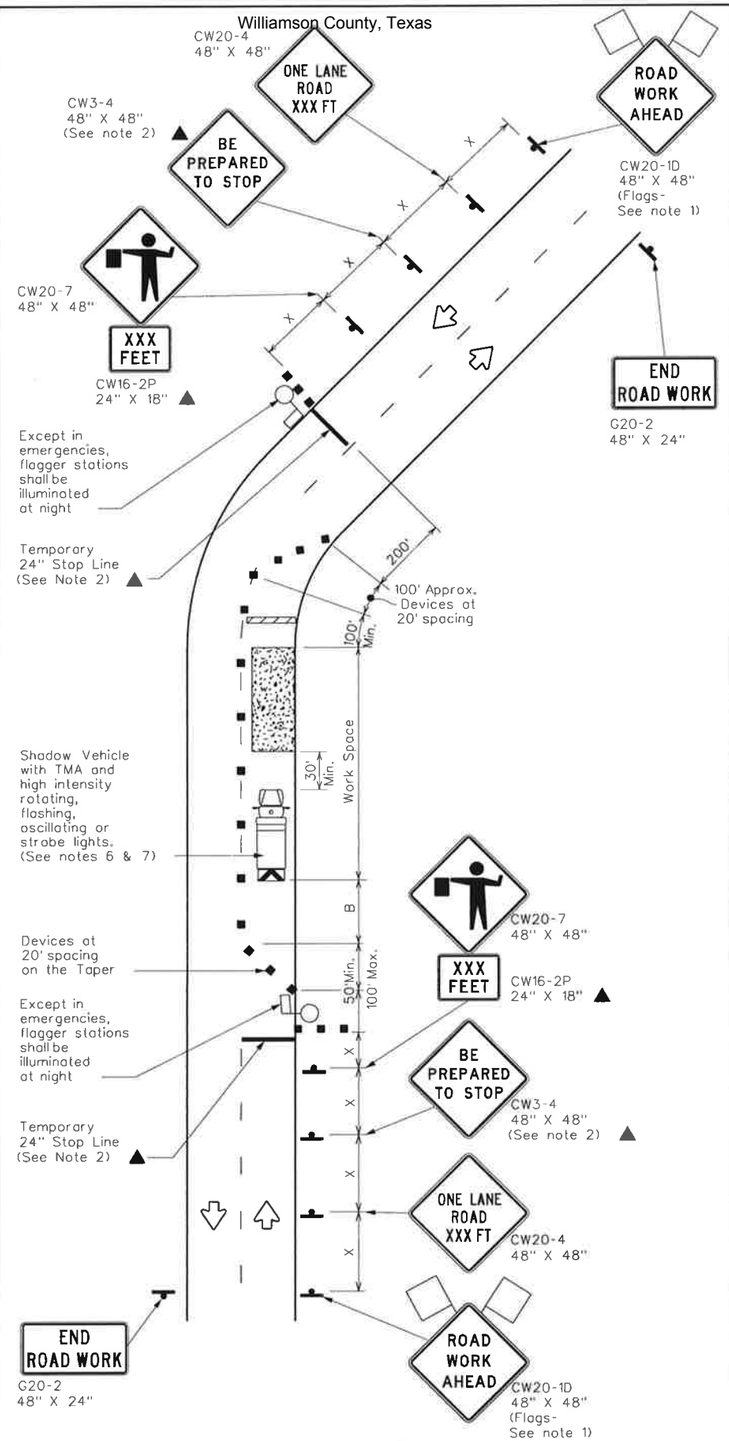



TCP (2-2a)
2-LANE ROADWAY WITHOUT PAVED SHOULDERS
ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See Note 9)




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 Flashing Arrow Board | M | Portable Changeable Message Sign (PCMS) |
| | Sign | | Traffic Flow |
| | Flag | | Flagger |

| Posted Speed x | Formula | Minimum Desirable Taper Lengths xx 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' |

x Conventional Roads Only
xx 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 CW20-4 "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 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(2-2)-12

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| DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
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| CONT | SECT | JOB | HIGHWAY |
| DIST | COUNTY | | SHEET NO. 13 |

REVISIONS
8-95 2-12
1-97
4-98
3-03

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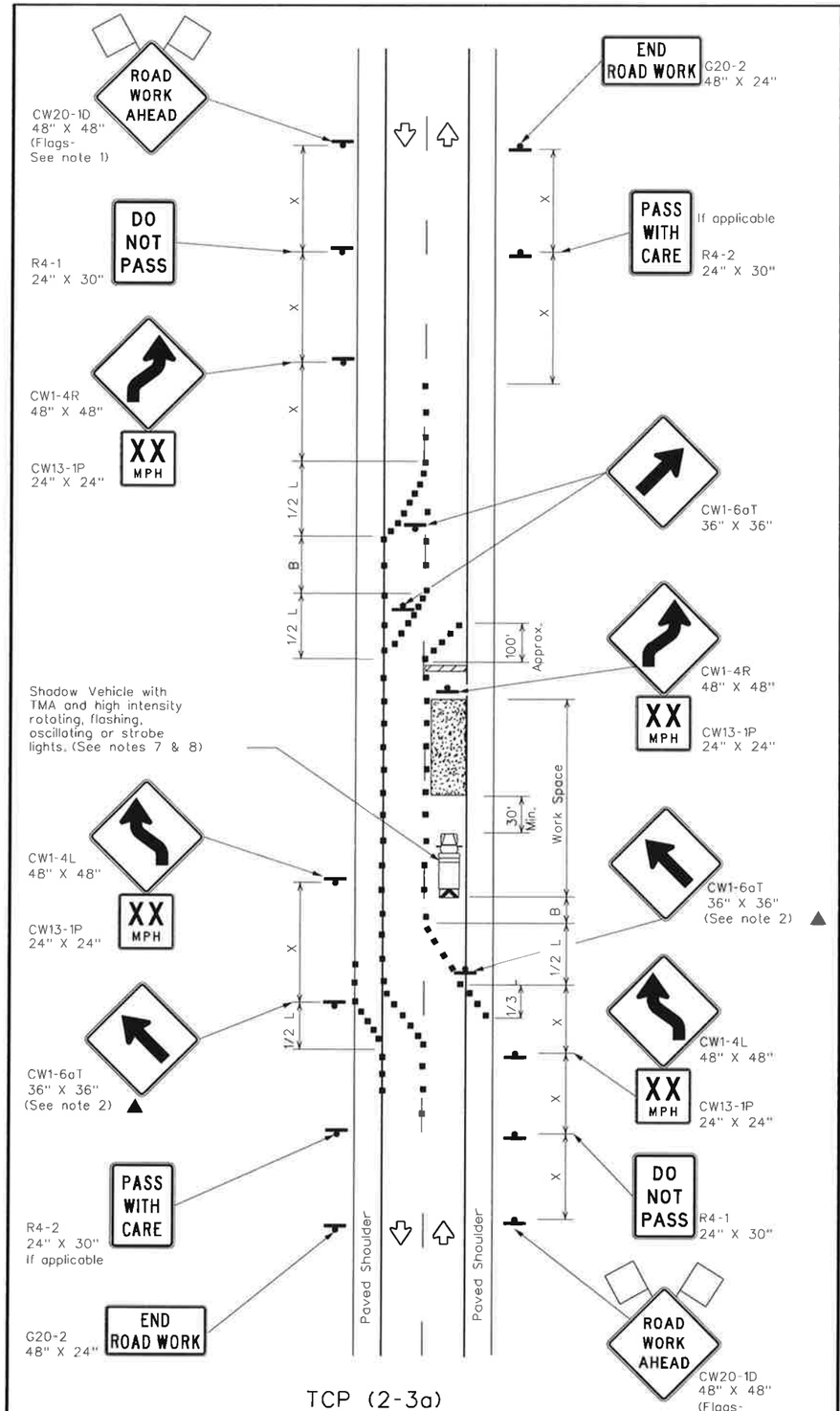
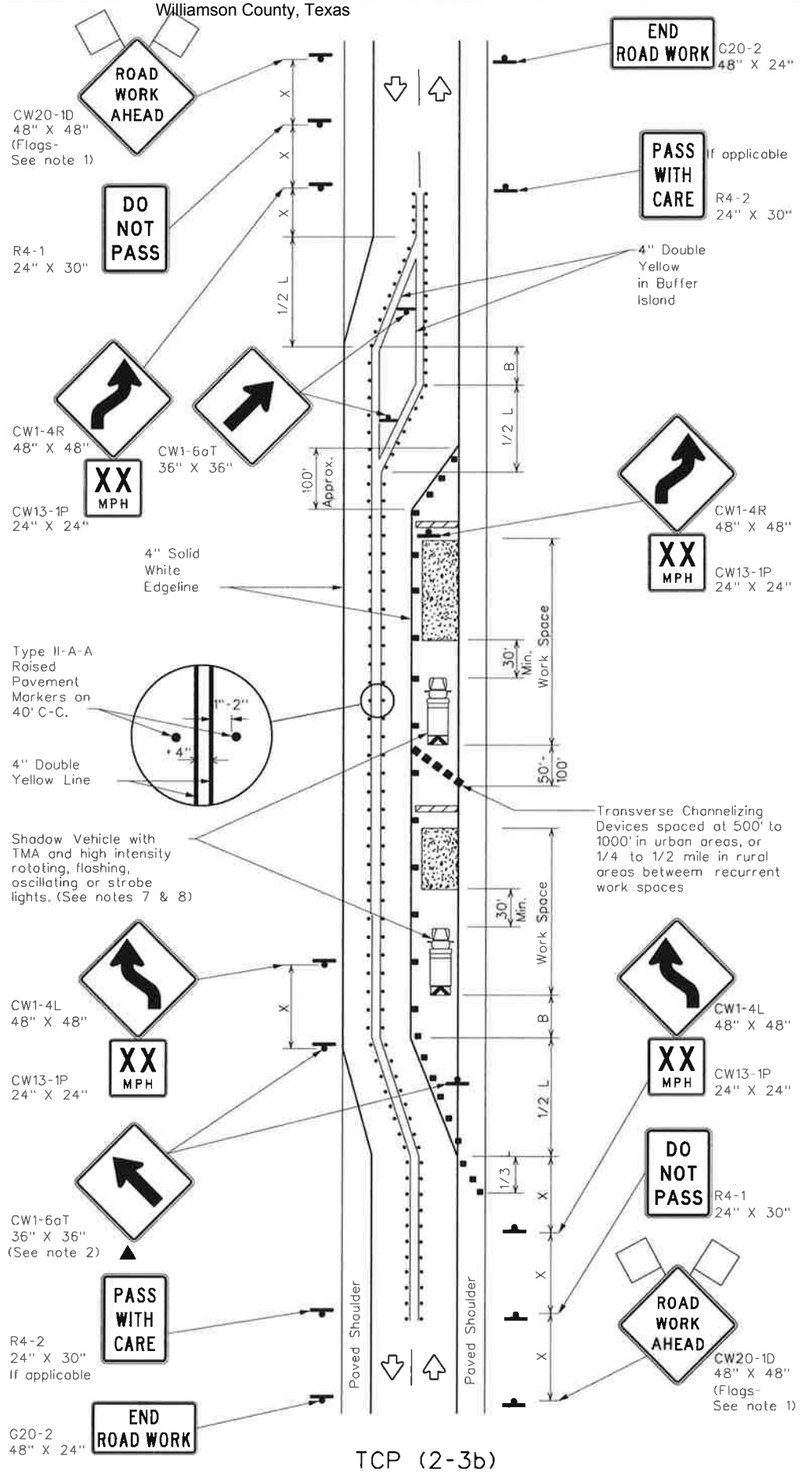



TCP (2-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

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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| 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 | | | | |

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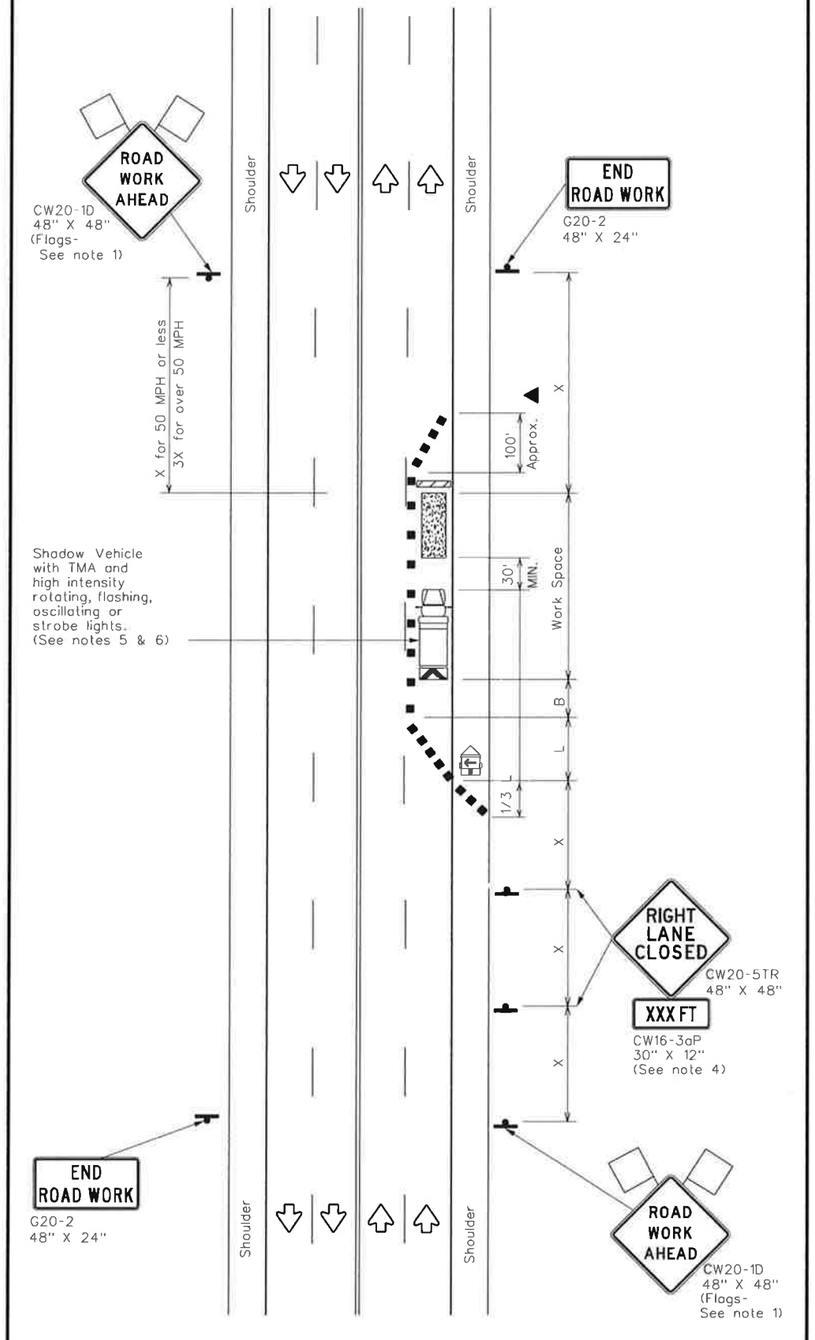
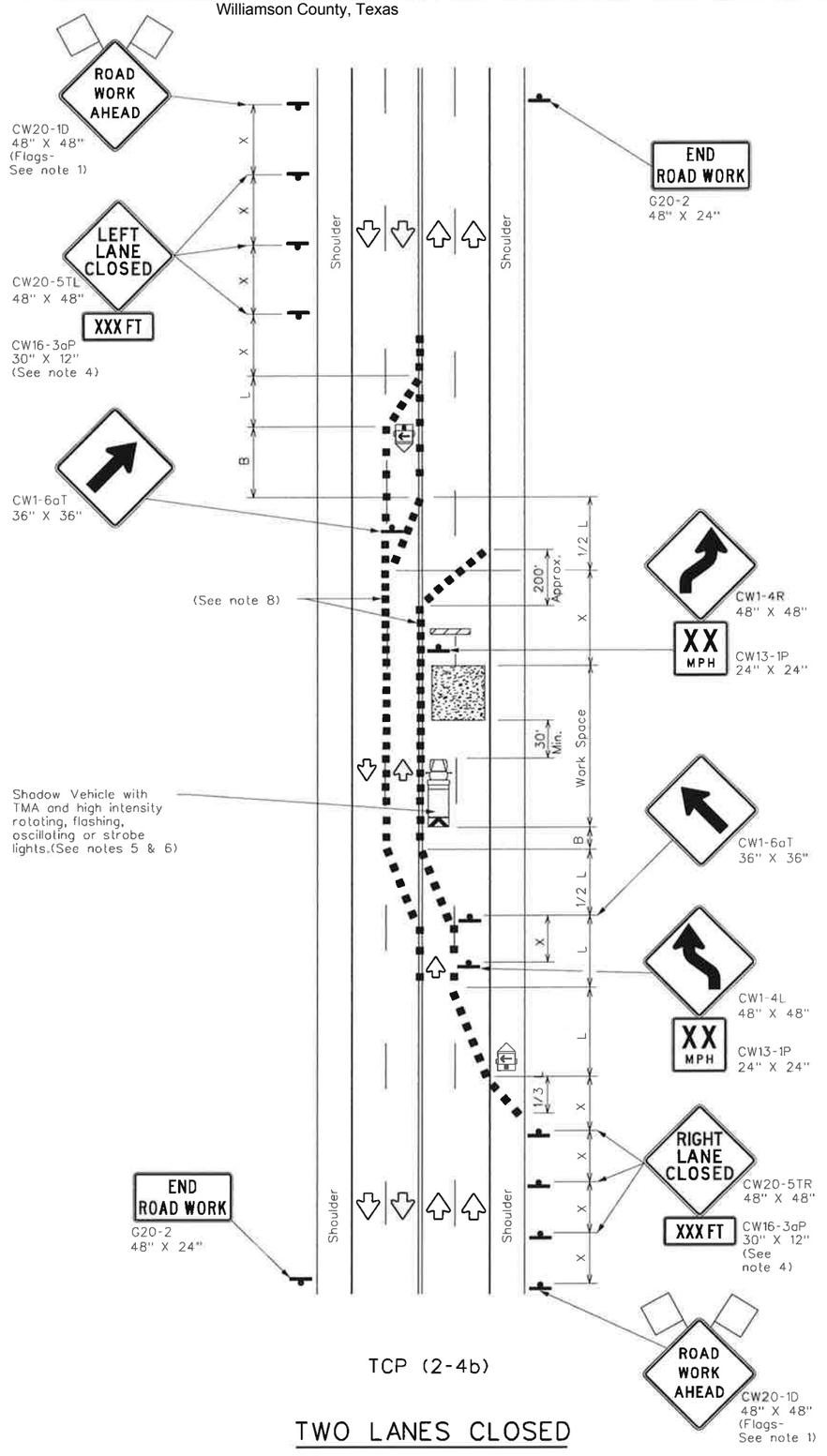



TCP (2-4a)

## 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 tighter 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 |
|---|---|---|---|
| CONT | SECT | JOB | HIGHWAY |
| DIST | COUNTY | | SHEET NO. |

REVISIONS
8-95 2-12
1-97
4-98
3-03

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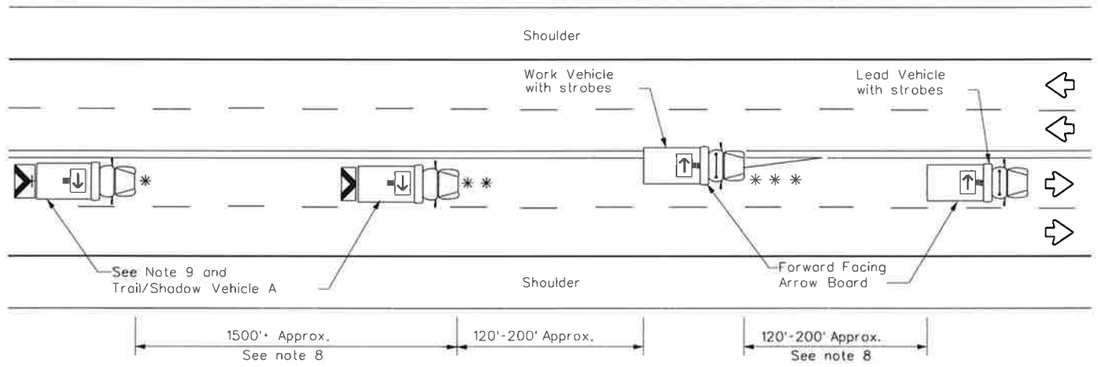
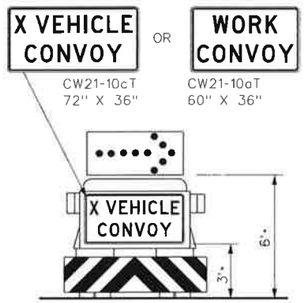


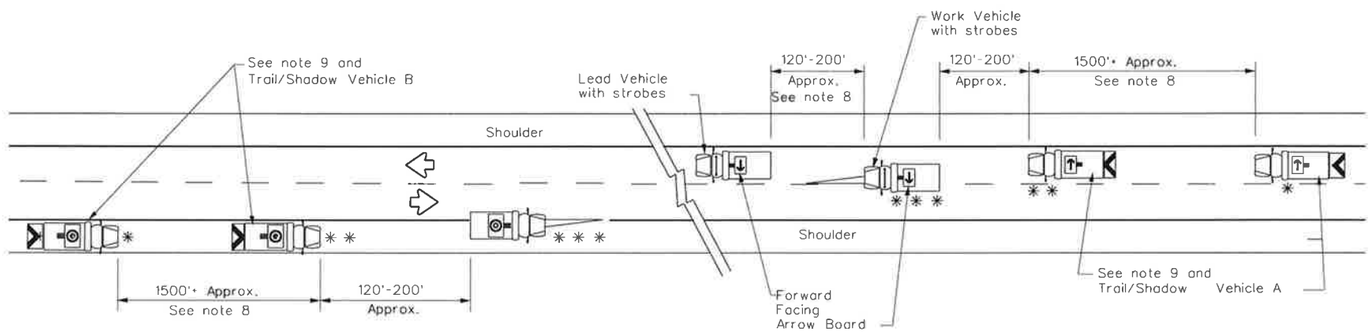

TCP (3-1a)

## UNDIVIDED MULTILANE ROADWAY




## TRAIL/SHADOW VEHICLE A

with RIGHT Directional display Flashing Arrow Board

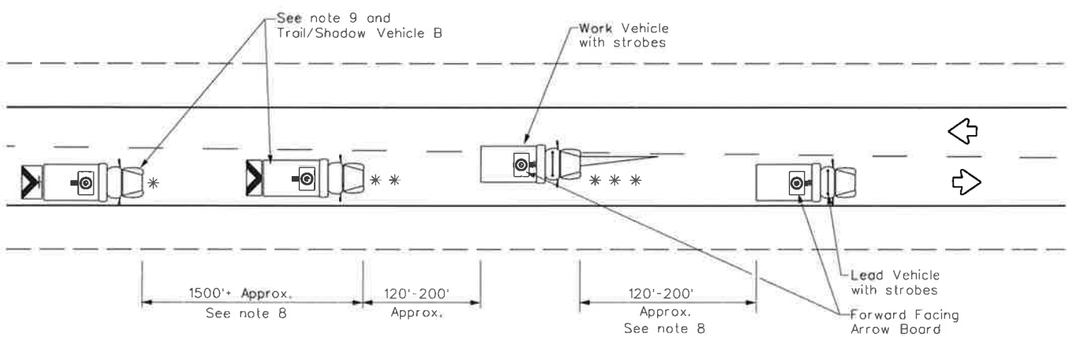



WORK ON SHOULDER

WORK ON TRAVEL LANE

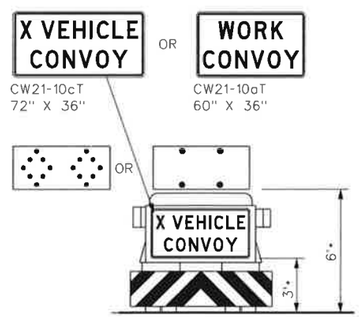
TCP (3-1b)

## 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.

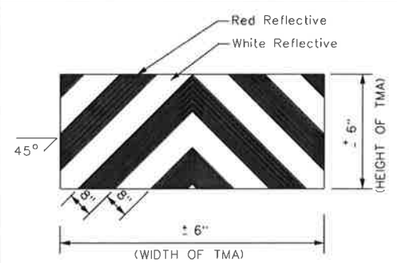
6. Each vehicle shall have two-way radio communication capability.

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. 16 |

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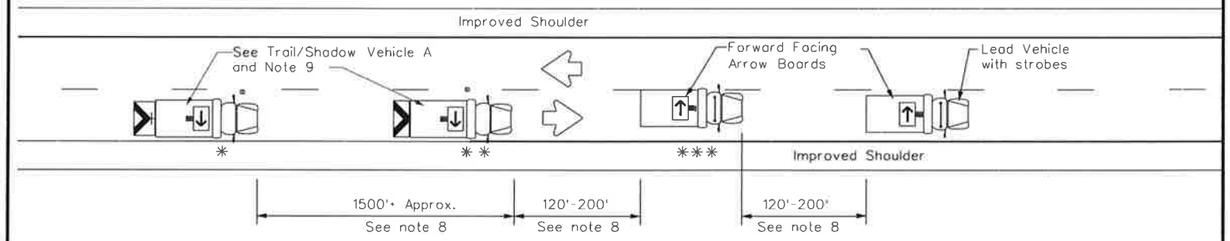
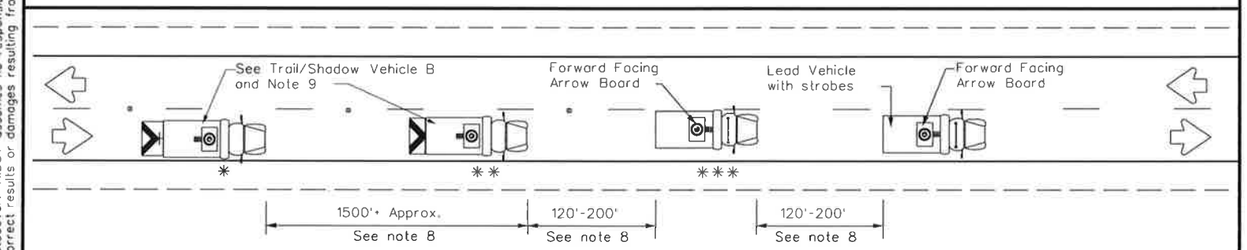


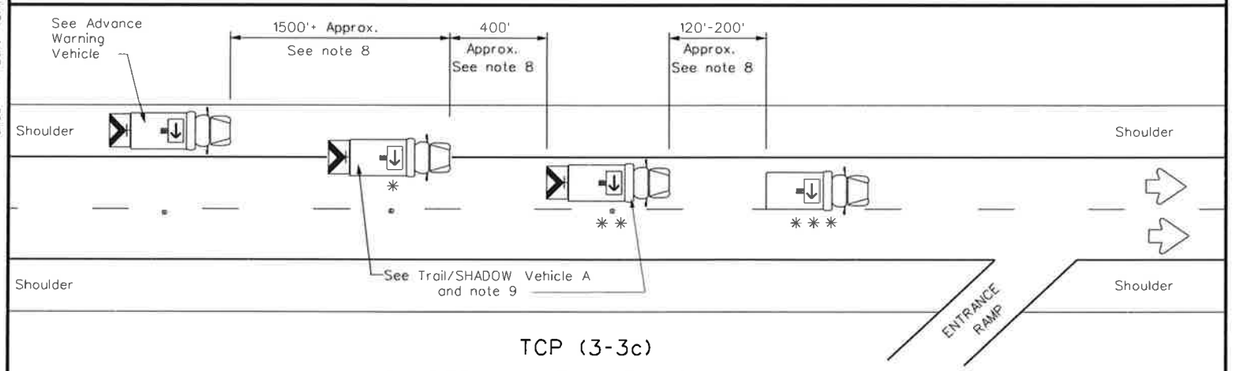

TCP (3-3a)

## TWO LANE HIGHWAY WITH PAVED SHOULDERS (WORK ON TRAVEL LANE)



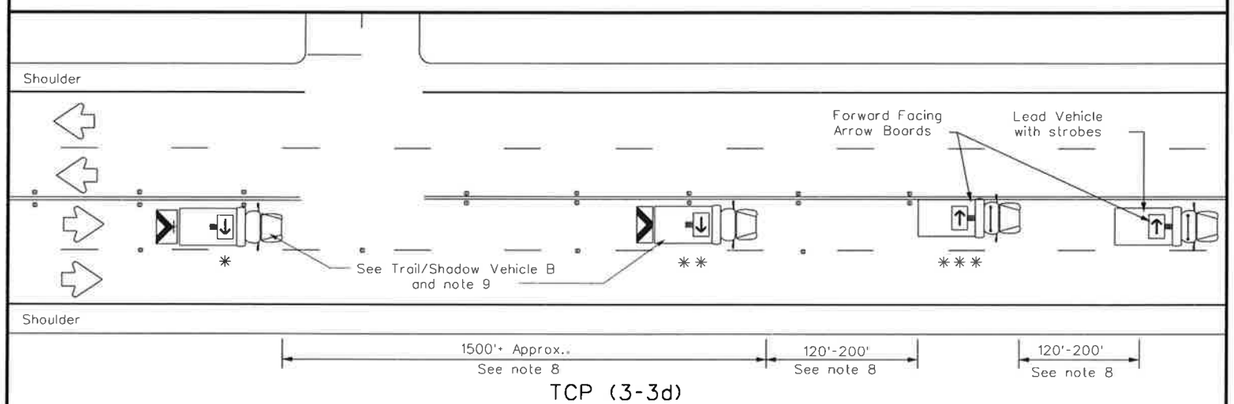

TCP (3-3b)

## TWO LANE HIGHWAY WITHOUT PAVED SHOULDERS (WORK ON TRAVEL LANE)



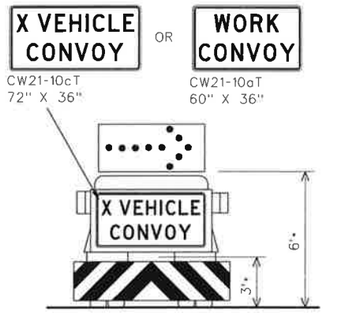

TCP (3-3c)

## DIVIDED MULTILANE HIGHWAY



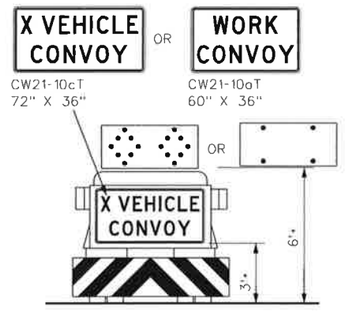

TCP (3-3d)

## UNDIVIDED MULTILANE HIGHWAY



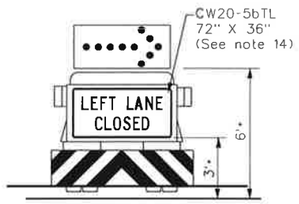

## TRAIL/SHADOW VEHICLE A

with RIGHT Directional display
Flashing Arrow Board

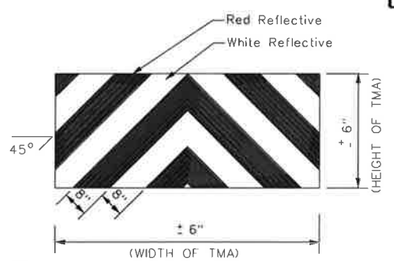



## TRAIL/SHADOW VEHICLE B

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 | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| © TxDOT September 1987 | CONT | SECT | JOB | HIGHWAY |
| REVISIONS 2-94 4-98 8-95 7-13 1-97 7-14 | DIST | COUNTY | | SHEET NO. 17 |

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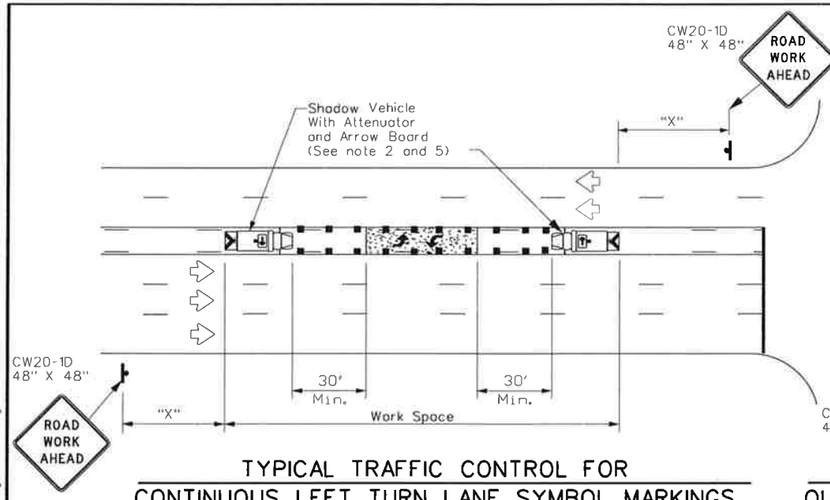
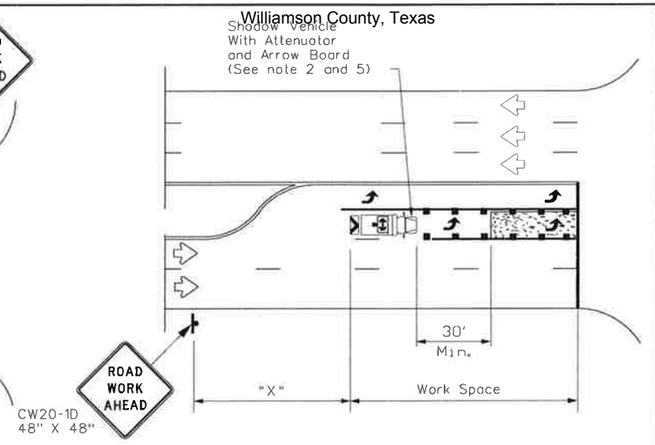
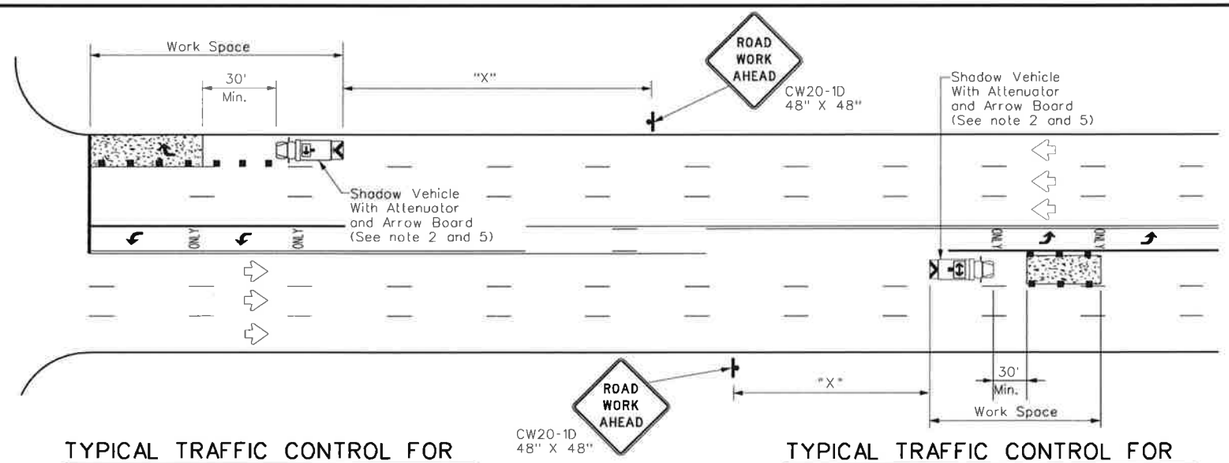
DATE:
FILE:




TYPICAL TRAFFIC CONTROL FOR
CONTINUOUS LEFT TURN LANE SYMBOL MARKINGS

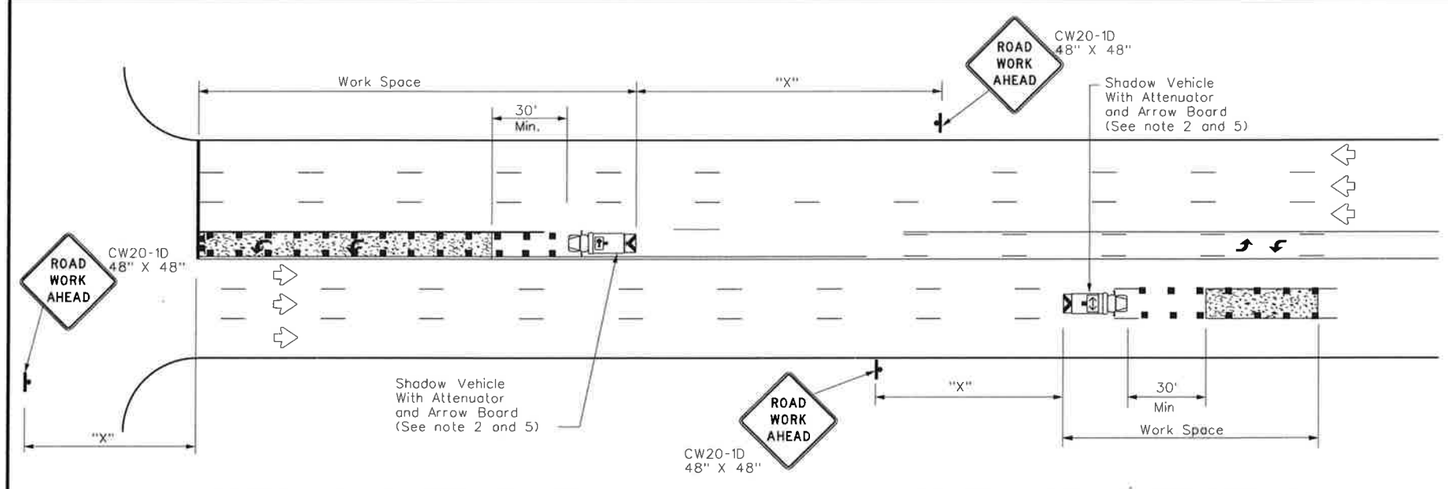



TYPICAL TRAFFIC CONTROL FOR
OUTSIDE DUAL LEFT TURN LANE SYMBOL MARKINGS




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

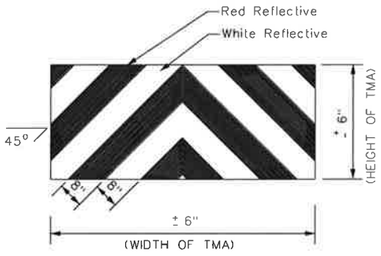
1. This traffic control plan is for use on conventional roads posted at 45 mph or less and is intended for mobile operations that move continuously or intermittently (stopping up to approximately 15 minutes) such as short-line striping and in-lane rumble strips. When activities are anticipated to take 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

| FILE: tcp3-4.dgn | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
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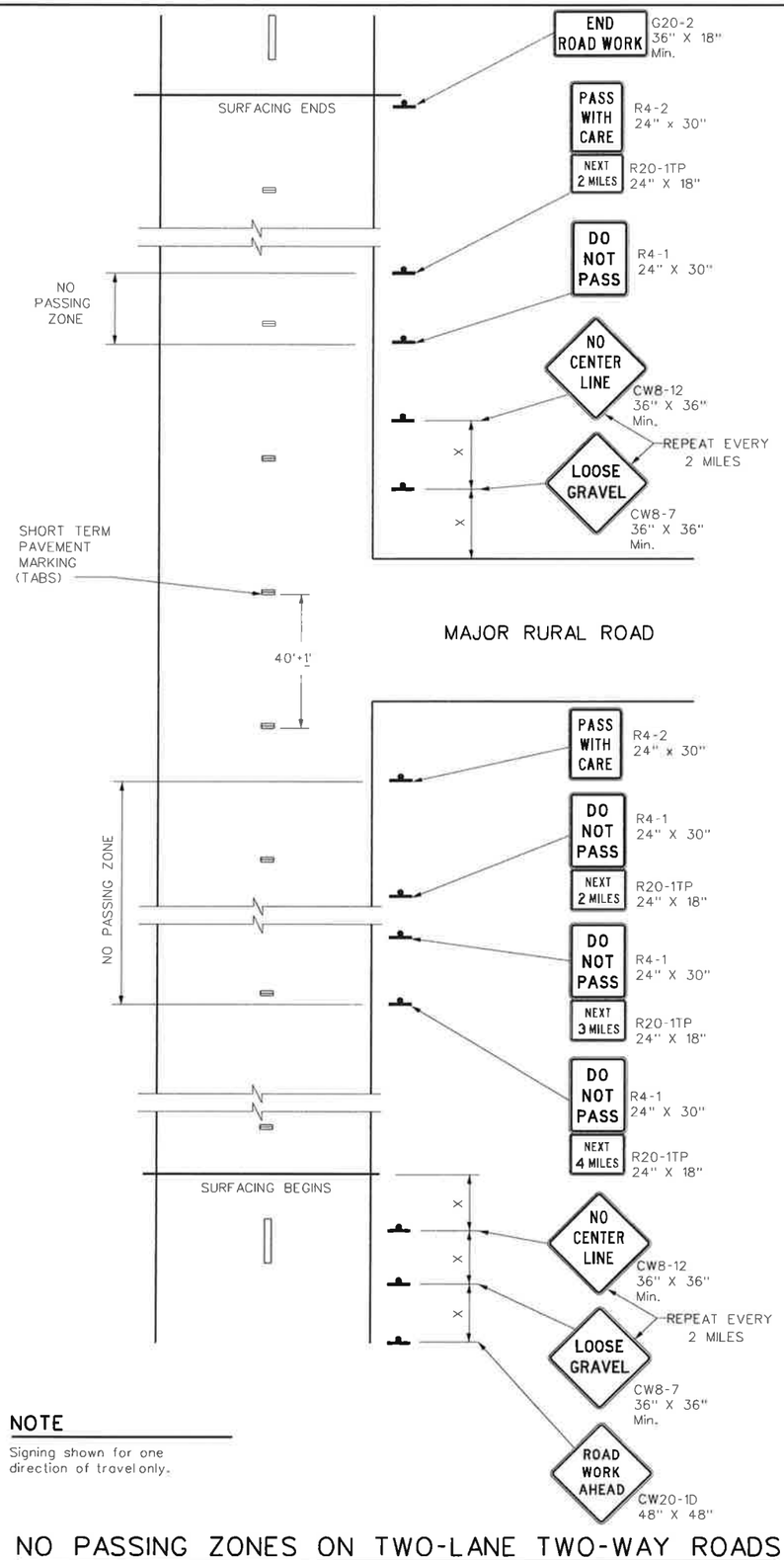
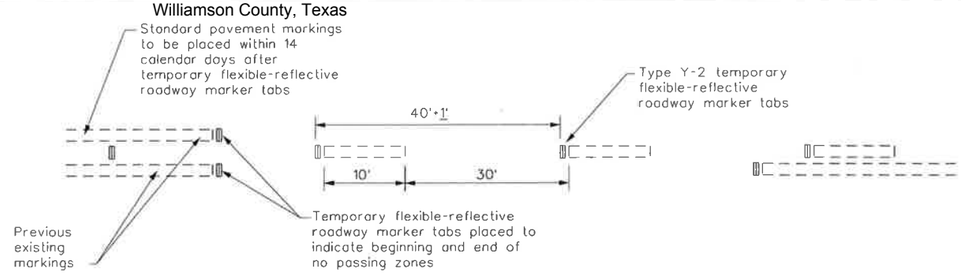



## NOTE

Signing shown for one direction of travel only.

# NO PASSING ZONES ON TWO-LANE TWO-WAY ROADS

Williamson County, Texas




# 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.

Bid 1611-130

| 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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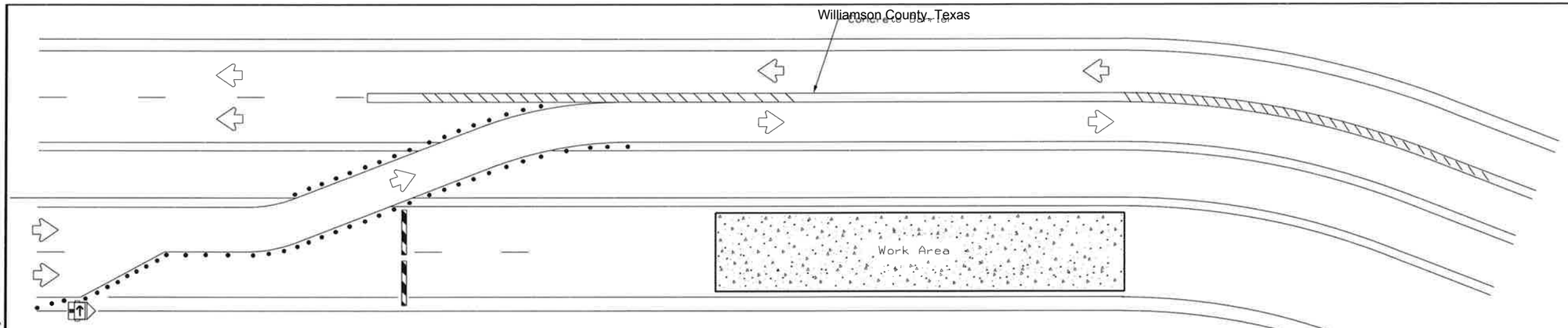
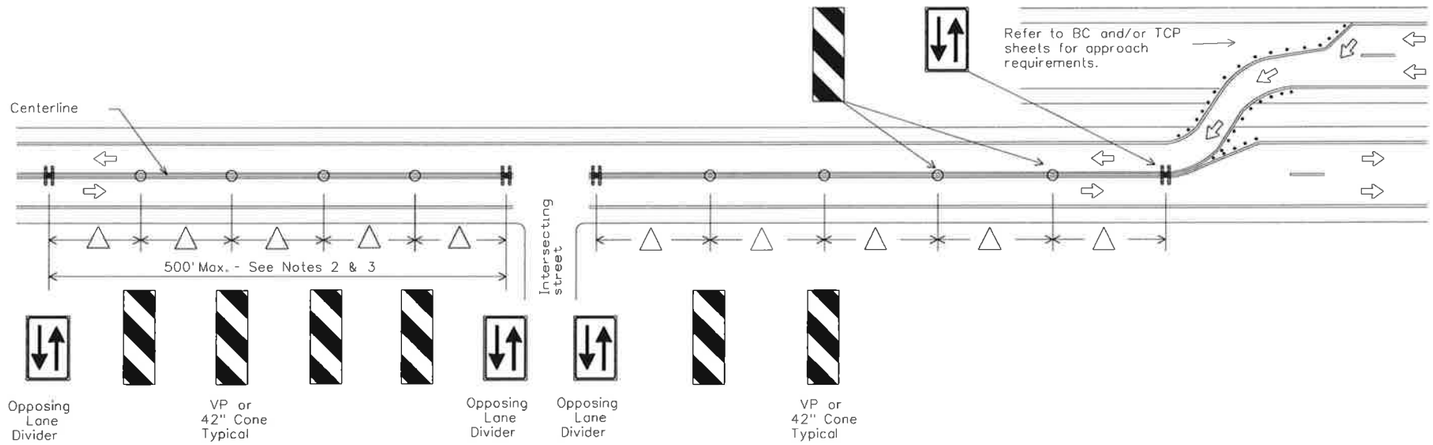



| LEGEND | |
|---|---|
| | Type 3 Barricade |
| | Channelizing Devices |
| | Trailer Mounted Flashing Arrow Board |
| | Sign |
| | Safety glare fence |

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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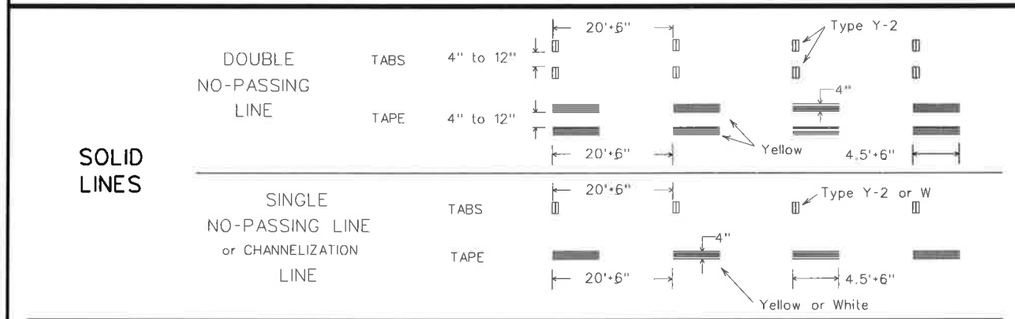
# WORK ZONE SHORT TERM PAVEMENT MARKINGS DETAILS




## 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.

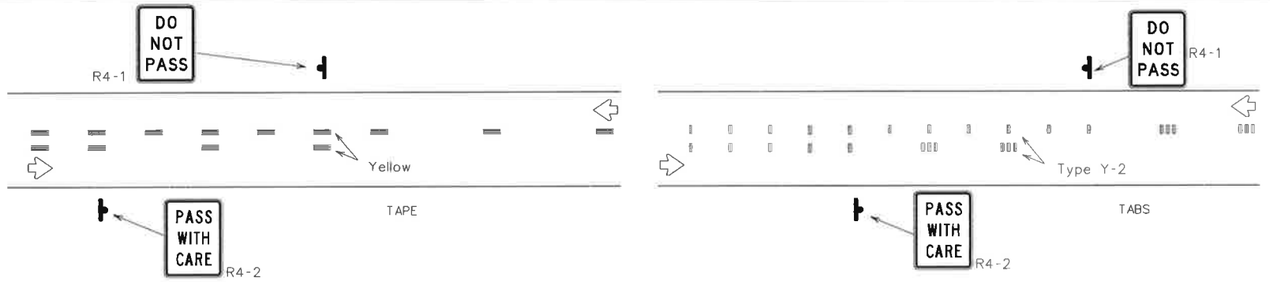
## TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS (TABS)

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.

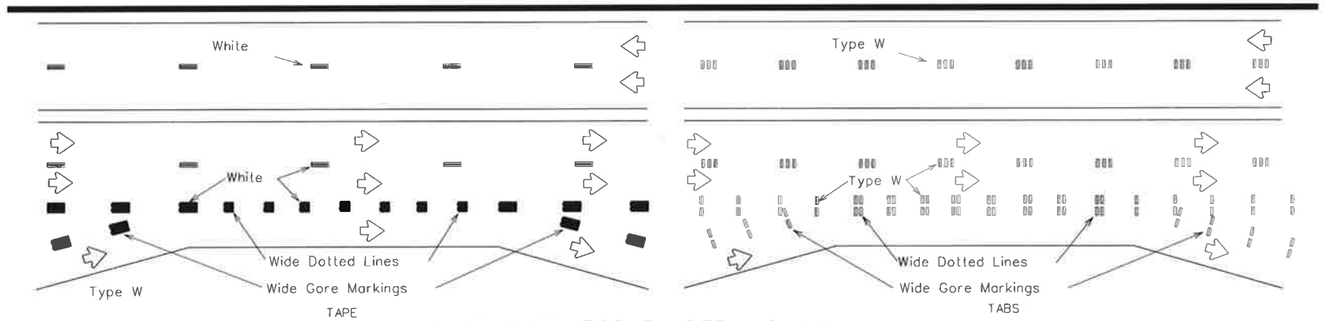
Williamson County, Texas

# WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS

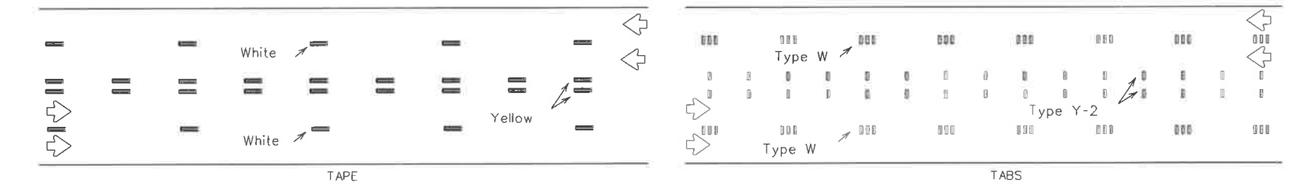
Bid 1611-130



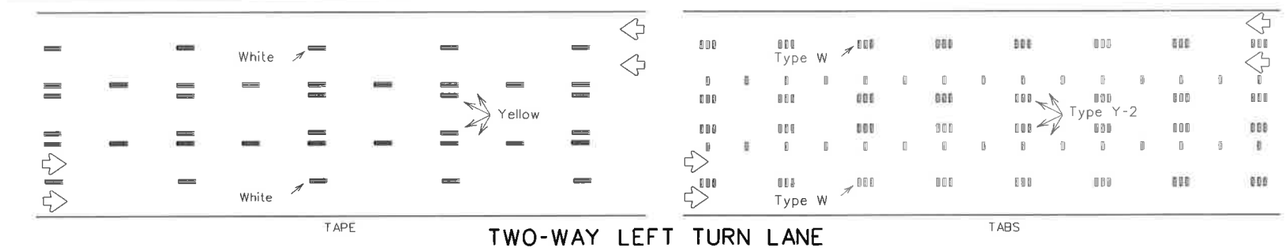

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO LANE TWO-WAY HIGHWAYS



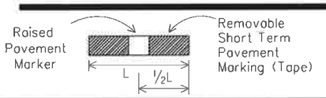

LANE LINES FOR DIVIDED HIGHWAY




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 Costruction-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

## WZ(STPM)-13

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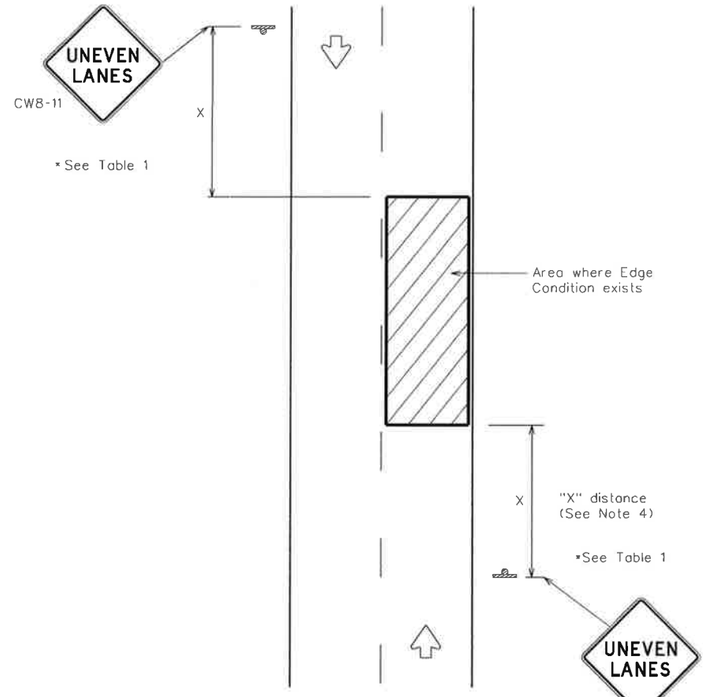
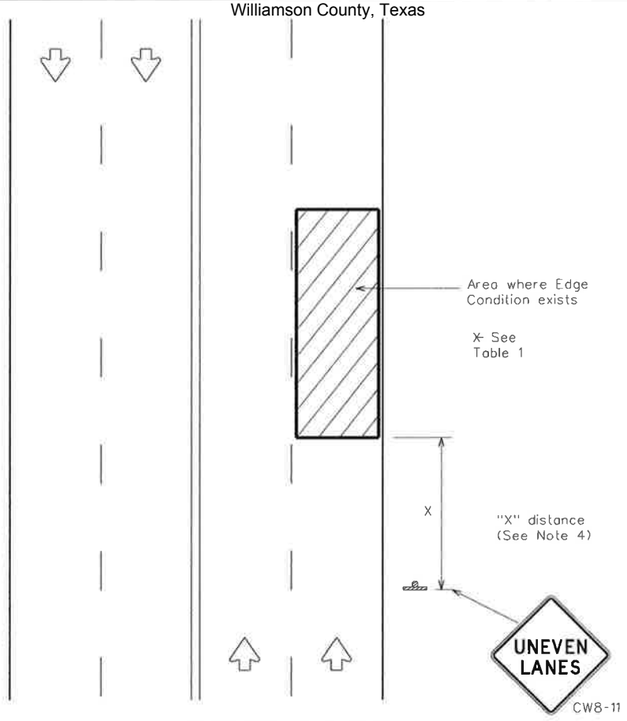
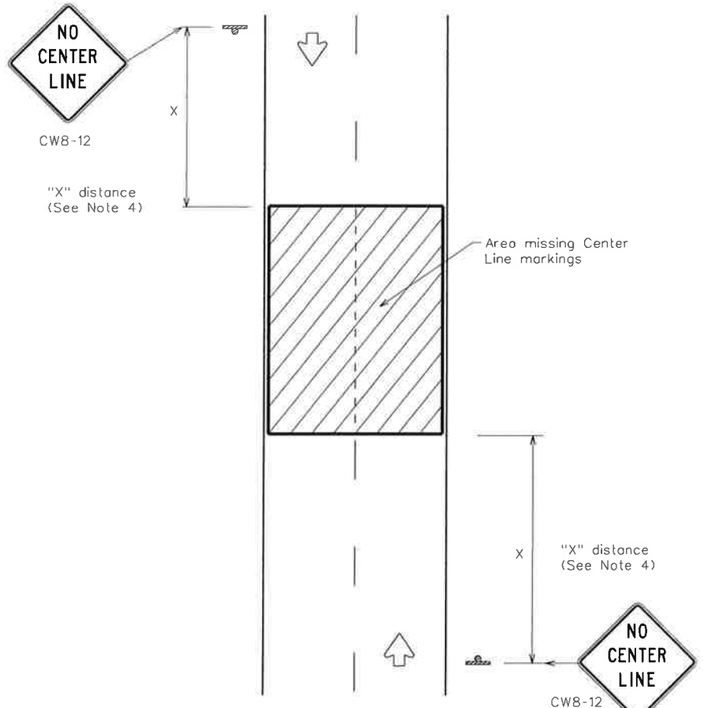


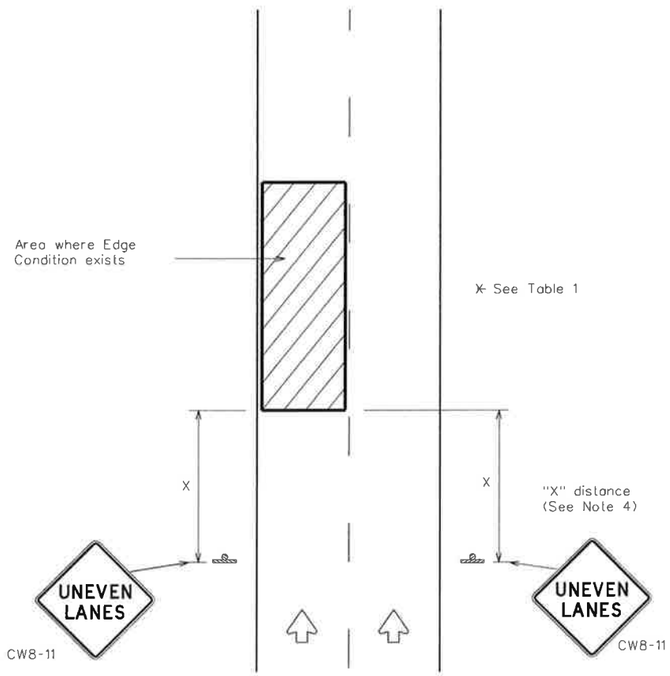

UNEVEN LANES
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
FOUR LANE CONVENTIONAL ROAD




NO CENTER LINE
TWO LANE CONVENTIONAL ROAD




UNEVEN LANES
DIVIDED ROADWAY

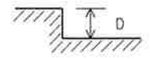
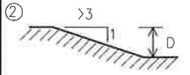
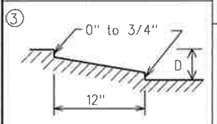
| DEPARTMENTAL MATERIAL SPECIFICATIONS | |
|---|---|
| PERMANENT PREFABRICATED PAVEMENT MARKINGS | DMS-8240 |
| TEMPORARY (REMOVABLE) PREFABRICATED PAVEMENT MARKINGS | DMS-8241 |
| SIGN FACE MATERIALS | DMS-8300 |

| 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

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| 8-95 2-98 7-13 | DIST | COUNTY | | SHEET NO. |
| 1-97 3-03 | | | | 22 |

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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.

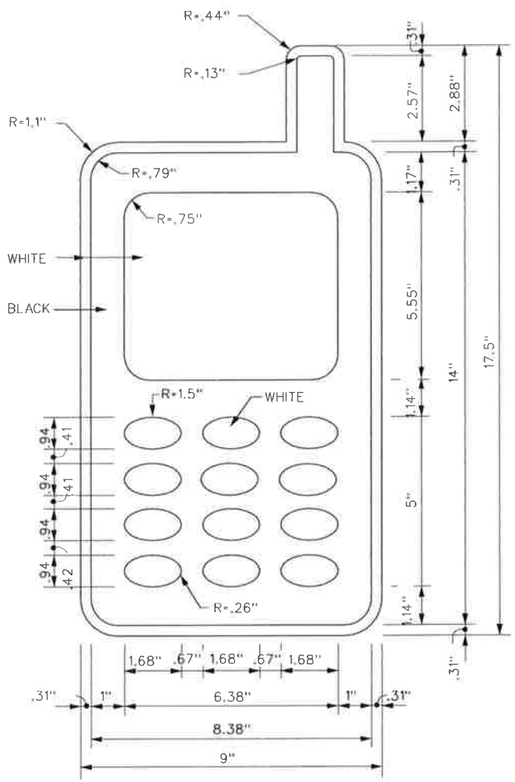
12. The Engineer has the final decision on the location of all traffic control devices.

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

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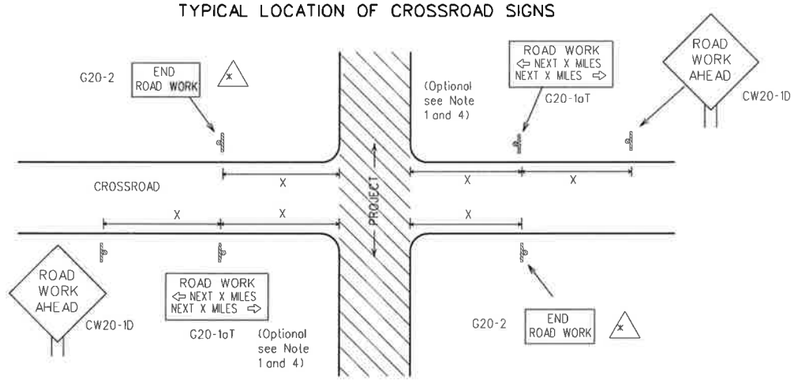
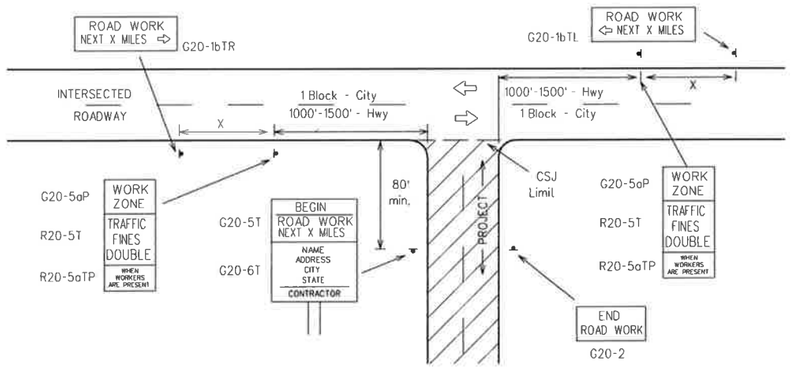
## TYPICAL LOCATION OF CROSSROAD SIGNS




(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] |

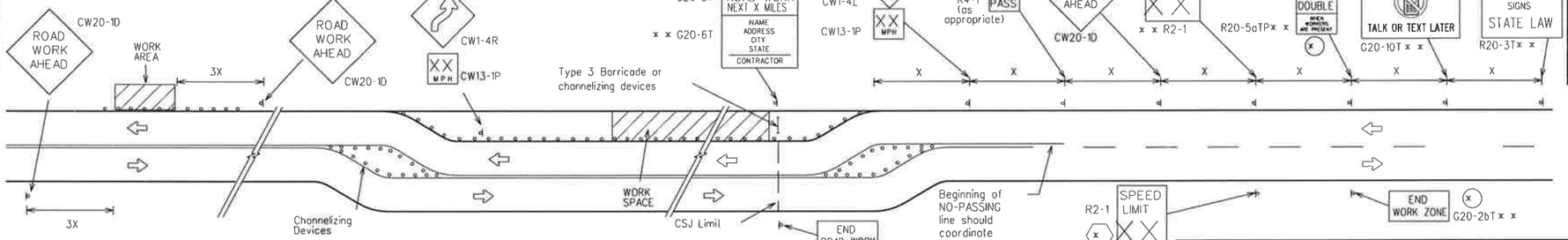
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ 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

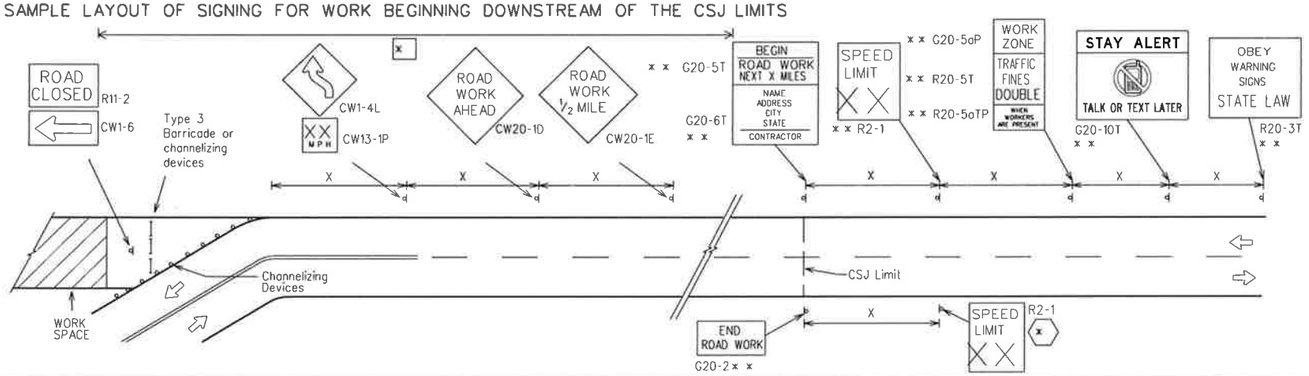



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

## SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS




## SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS




## 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.

(x) 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. |

SHEET 2 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION PROJECT LIMIT

# BC(2)-14

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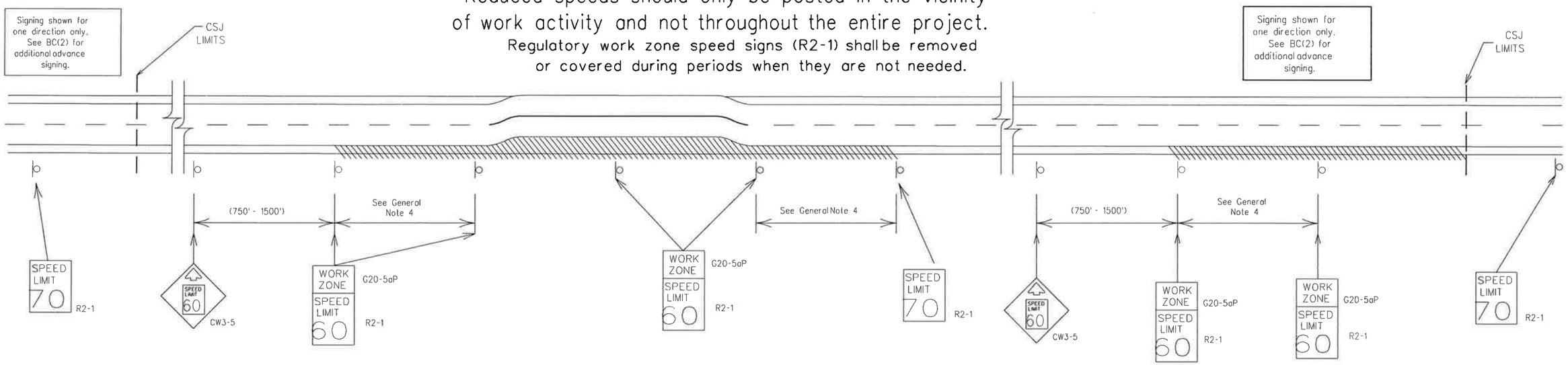
# TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

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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## BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

## BC(3)-14

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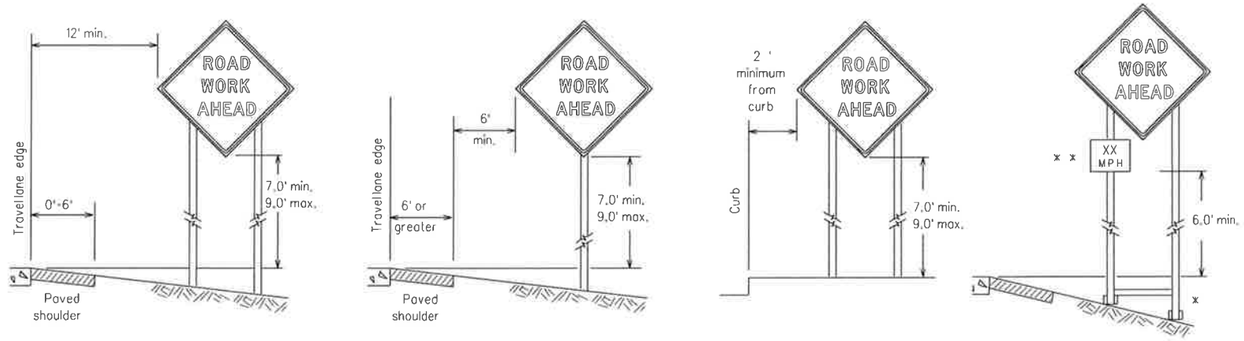
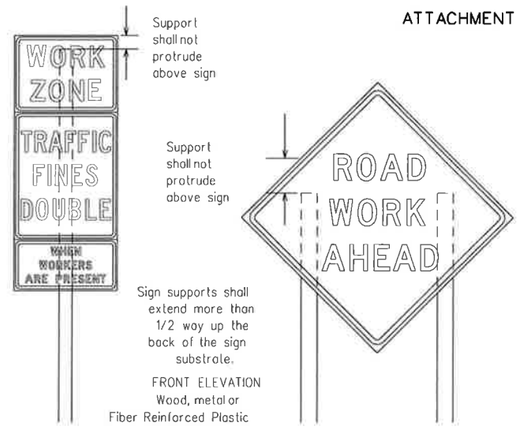
## TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

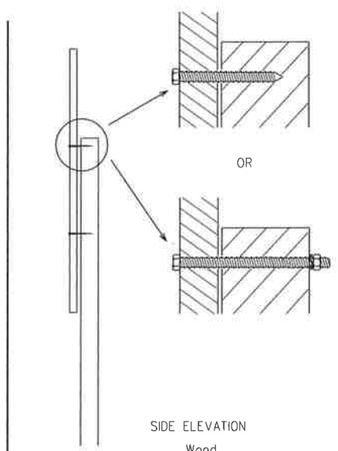



x When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

x x When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travellane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

## ATTACHMENT FOR SIGN SUPPORTS



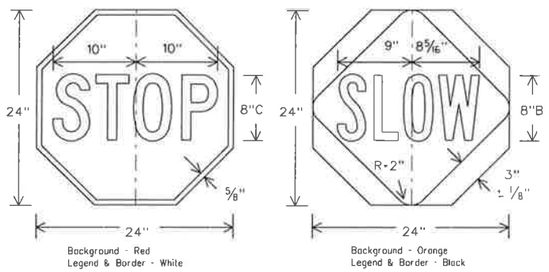

Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

**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.



Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

## BC(4)-14

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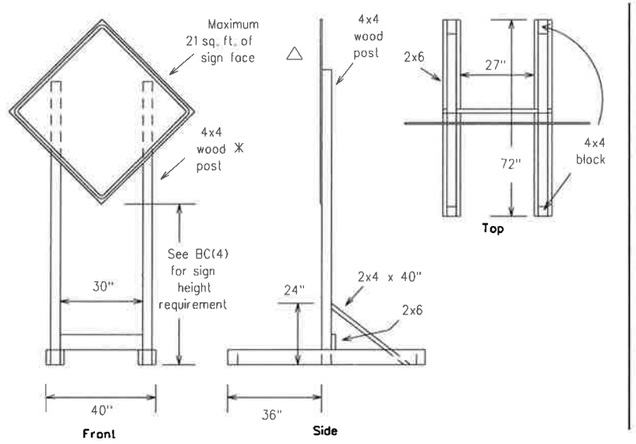
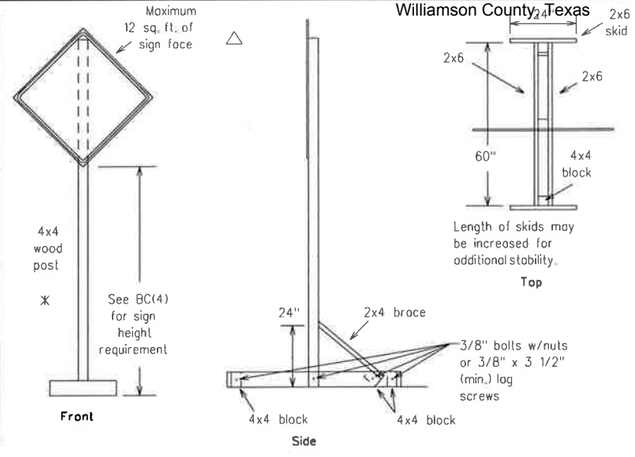
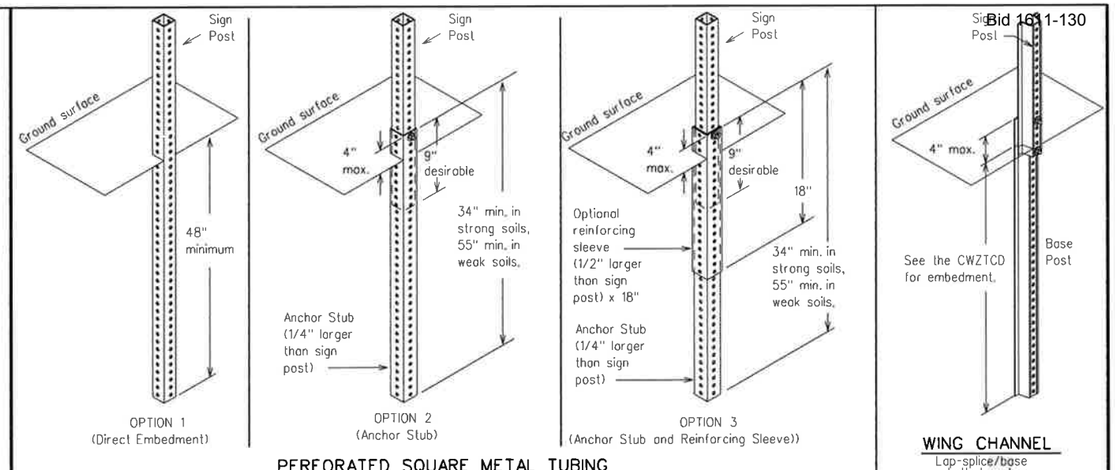



# SKID MOUNTED WOOD SIGN SUPPORTS

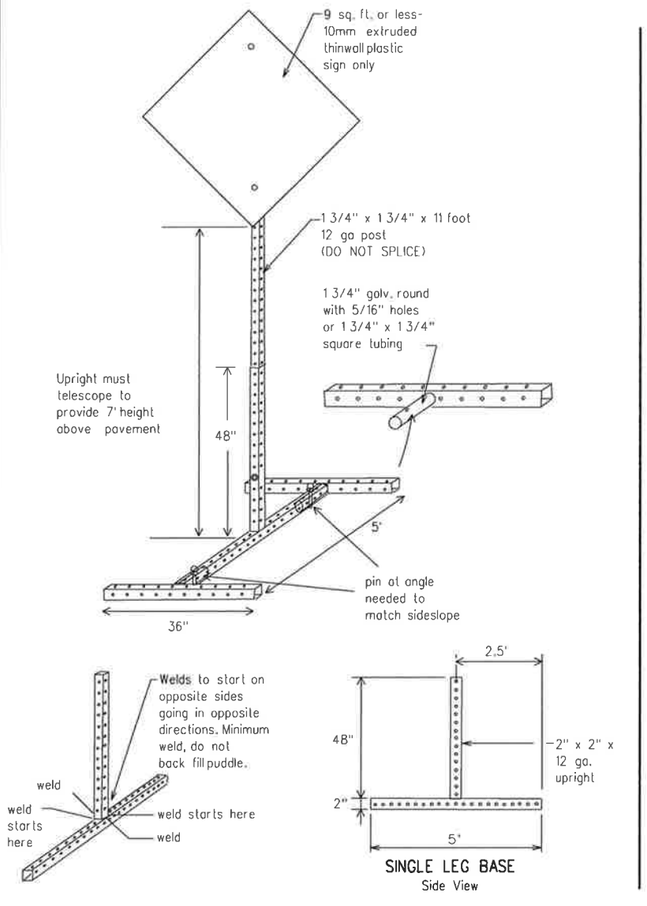
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

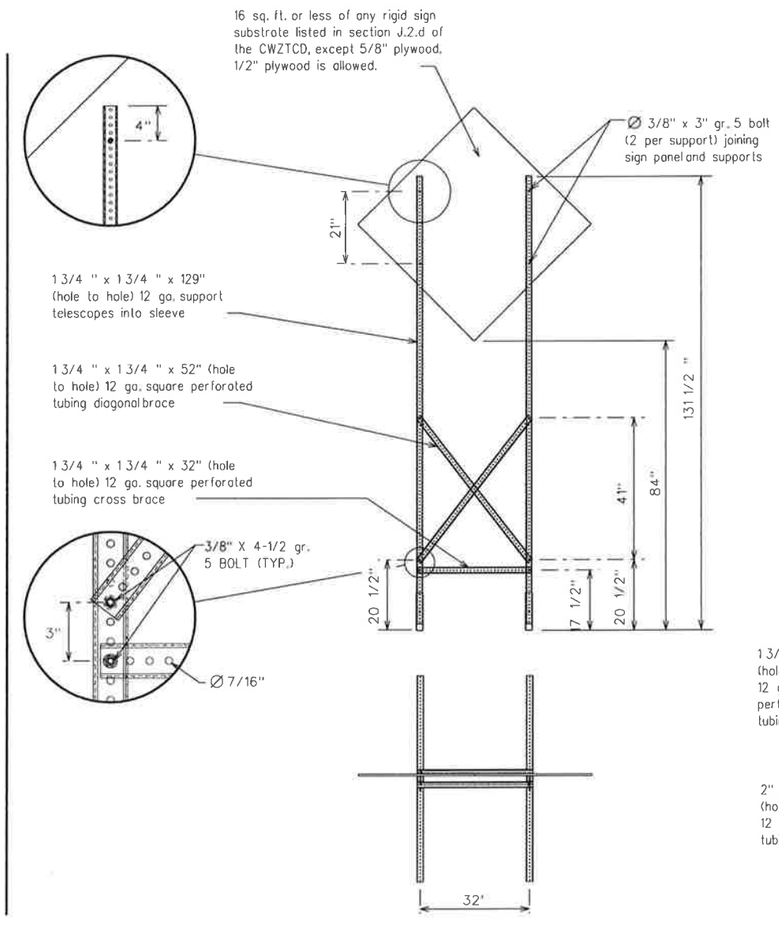


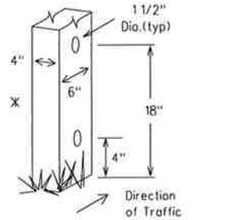

PERFORATED SQUARE METAL TUBING

# 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.

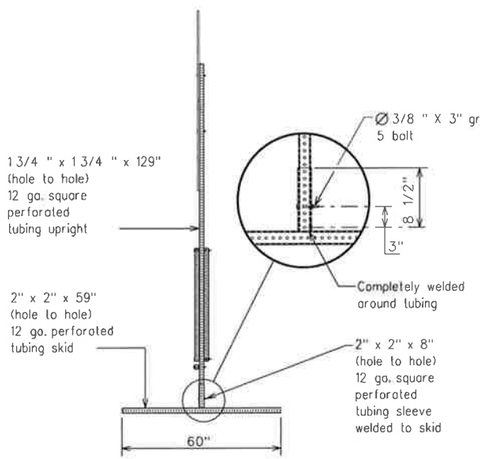



| Nominal Post Size | Number of Posts | Maximum Sq. feet of Sign Face | Minimum Soil Embedment | Drilled Hole(s) Required |
|---|---|---|---|---|
| 4 x 4 | 1 | 12 | 36" | NO |
| 4 x 4 | 2 | 21 | 36" | NO |
| 4 x 6 | 1 | 21 | 36" | YES |
| 4 x 6 | 2 | 36 | 36" | YES |

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.



Texas Department of Transportation | Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

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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 messoges 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 same 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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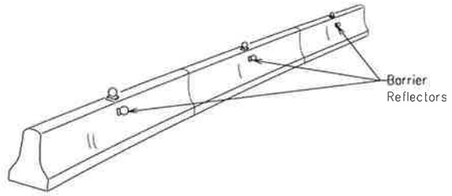
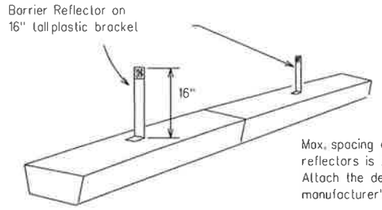
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

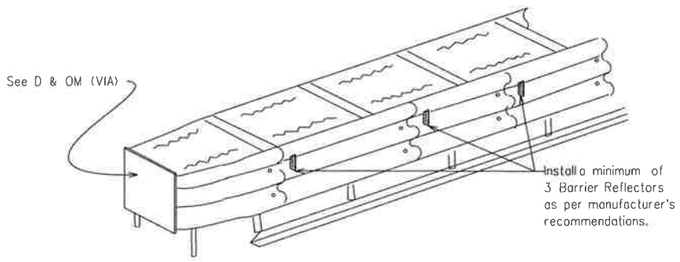



CONCRETE TRAFFIC BARRIER (CTB)

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)

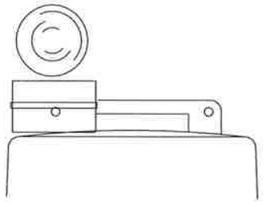



DELINEATION OF END TREATMENTS

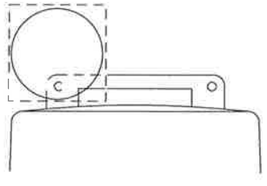
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Reseorch 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 travel way.



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 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

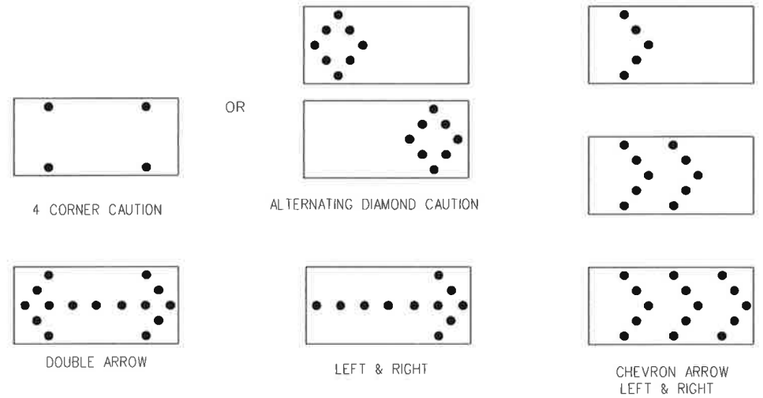
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing 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:

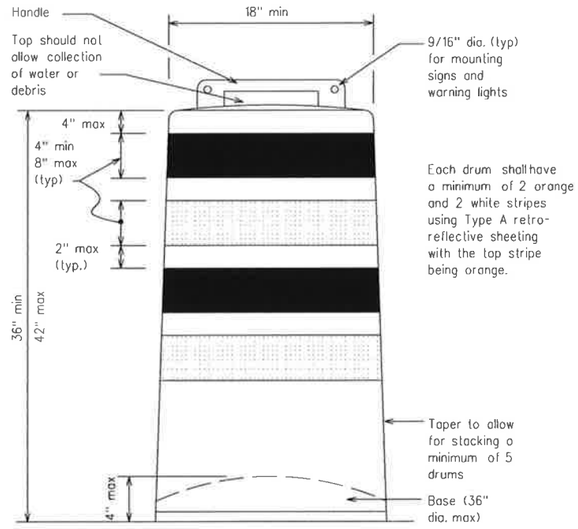
1. Plastic drums shall be a two-piece design: the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents 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.

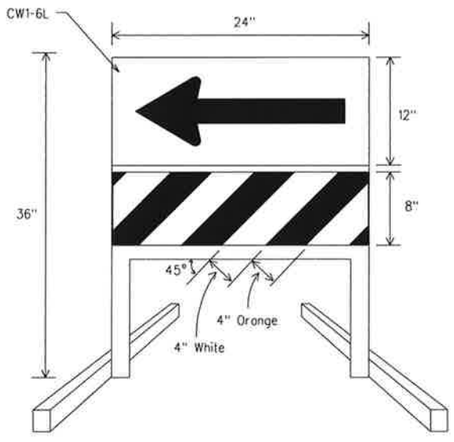
## RETROREFLECTIVE SHEETING

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

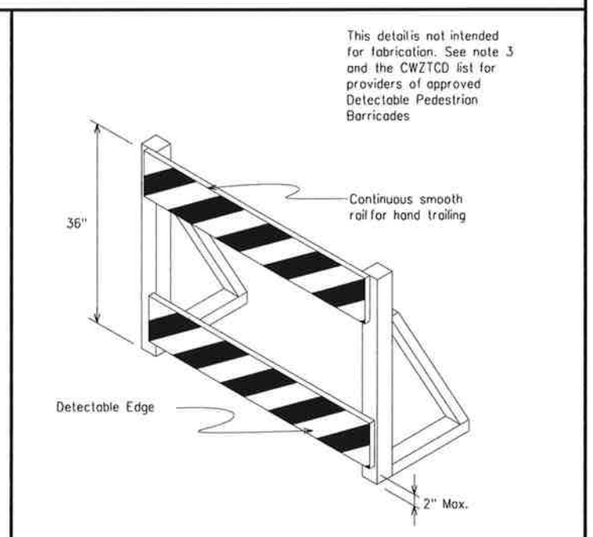
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other 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 $_{L}$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$_{L}$ 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.



Texas Department of Transportation

Traffic Operations Division Standard

# BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

## BC(8)-14

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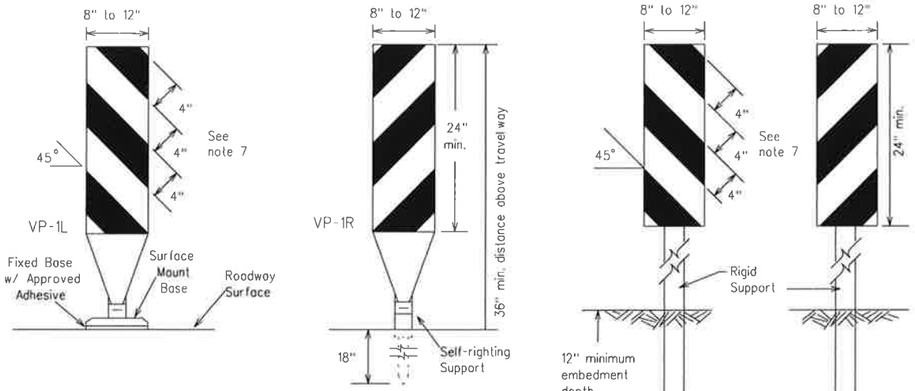
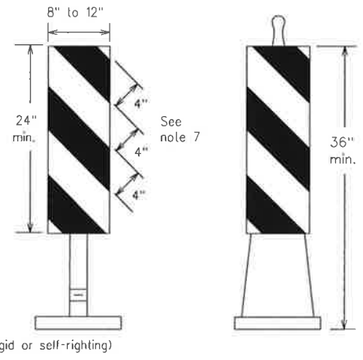



FIXED

(Rigid or self-righting)

DRIVEABLE





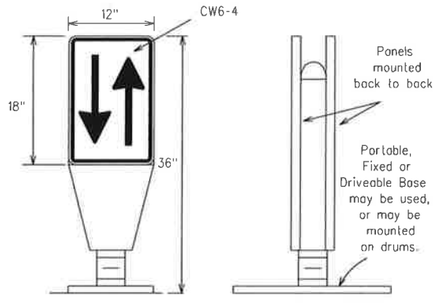


(Rigid or self-righting)

PORTABLE

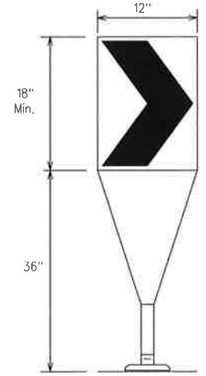
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is 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 travellane.
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.

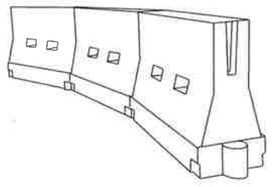
## OPPOSING TRAFFIC LANE DIVIDERS (OTLD)




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



## 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 travellanes.
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

## 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.

| 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 |
|---|---|---|---|---|---|---|
| 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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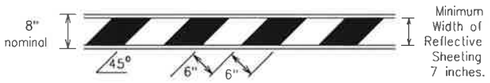
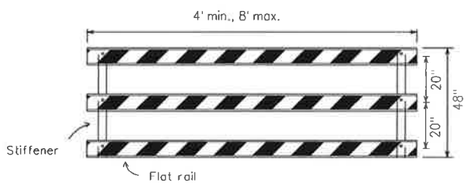
## TYPE 3 BARRICADES

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.



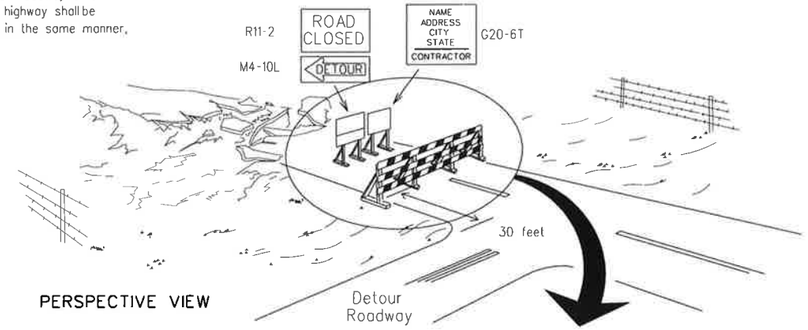

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL




Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

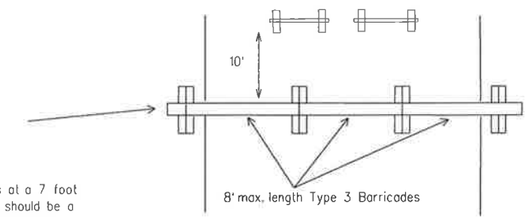
TYPICAL PANEL DETAIL
FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.




PERSPECTIVE VIEW

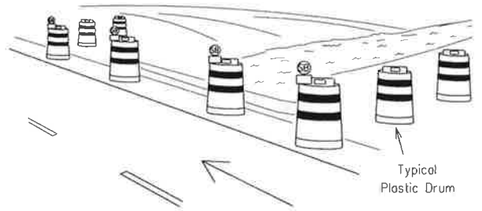
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.




PLAN VIEW

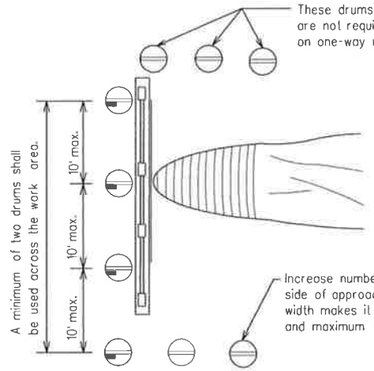
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION




PERSPECTIVE VIEW

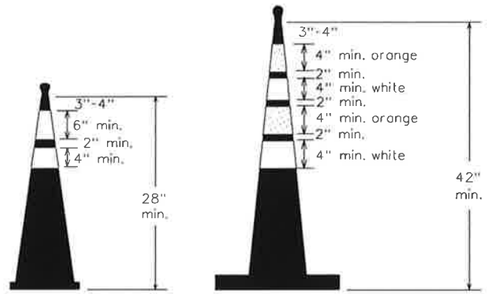
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder 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 |

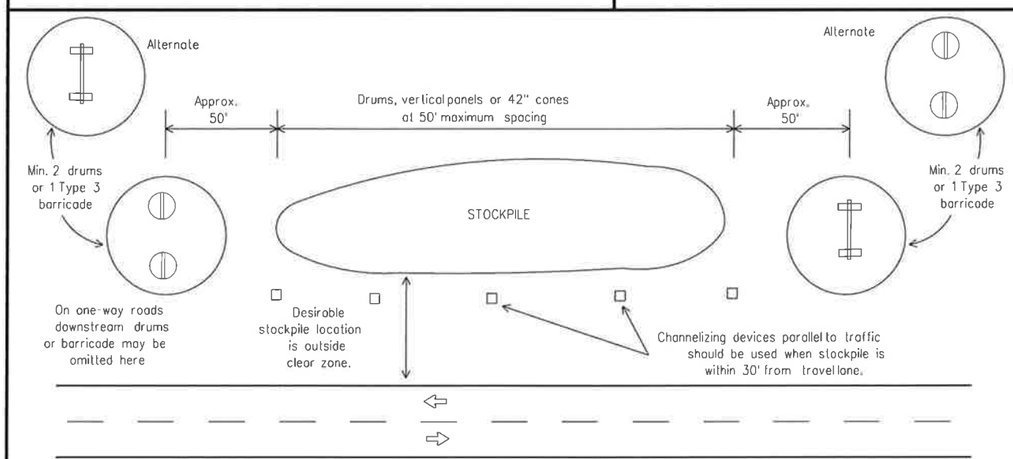
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS




28" Cones shall have a minimum weight of 9 1/2 lbs.

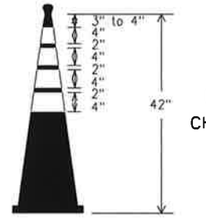
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

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.




TRAFFIC CONTROL FOR MATERIAL STOCKPILES

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

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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.

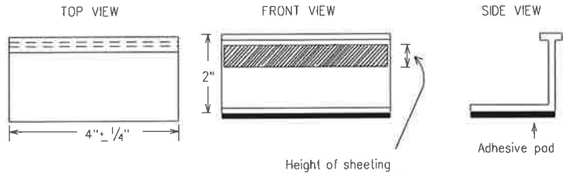
## MAINTAINING WORK ZONE PAVEMENT MARKINGS

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-painting 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

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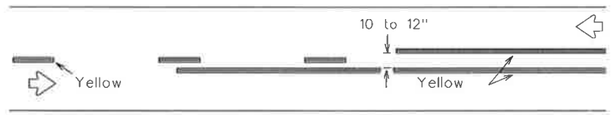
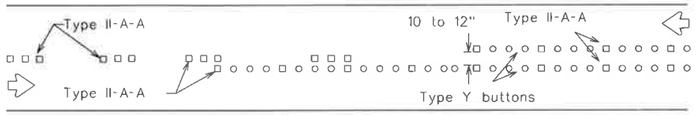
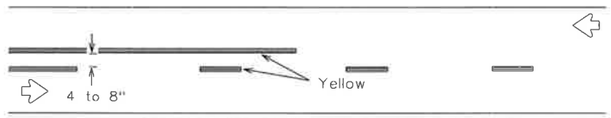
# PAVEMENT MARKING PATTERNS



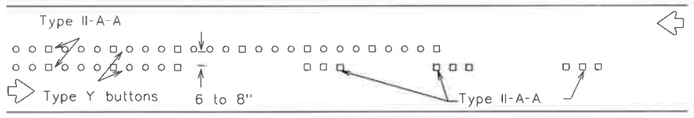

REFLECTORIZED PAVEMENT MARKINGS - PATTERN A




RAISED PAVEMENT MARKERS - PATTERN A



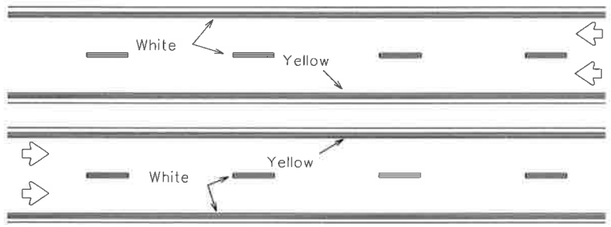

REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



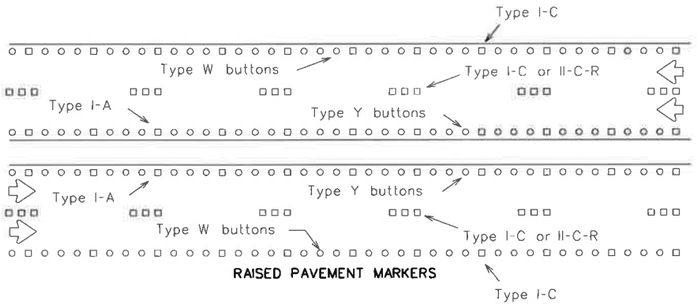

RAISED PAVEMENT MARKERS - PATTERN B

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



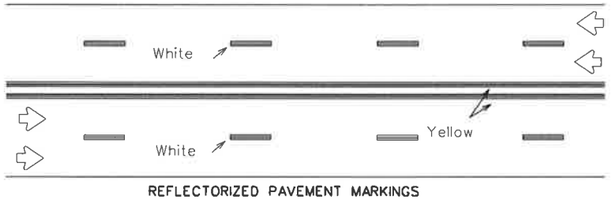

REFLECTORIZED PAVEMENT MARKINGS



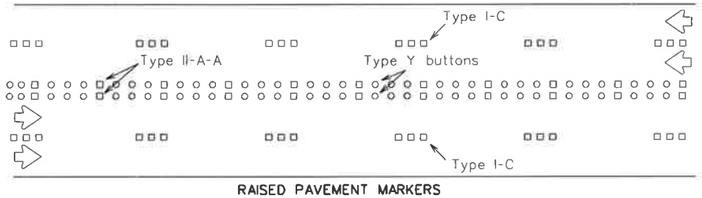

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## EDGE & LANE LINES FOR DIVIDED HIGHWAY



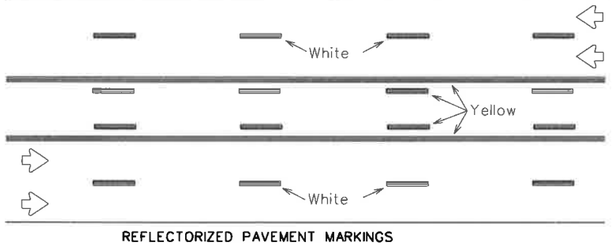

REFLECTORIZED PAVEMENT MARKINGS



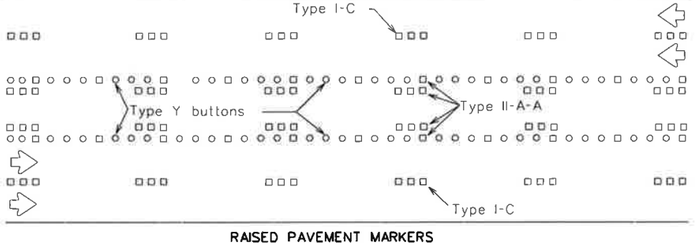

RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

## LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS




REFLECTORIZED PAVEMENT MARKINGS




RAISED PAVEMENT MARKERS

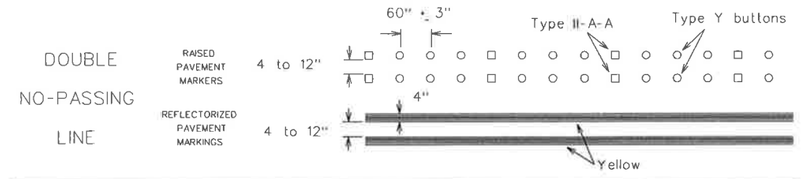
Prefabricated markings may be substituted for reflectorized pavement markings.

## TWO-WAY LEFT TURN LANE

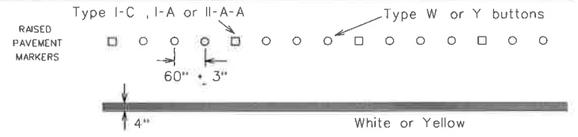
# STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

## SOLID LINES

DOUBLE NO-PASSING LINE

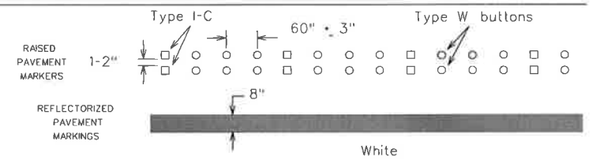



EDGE LINE OR SINGLE NO-PASSING LINE



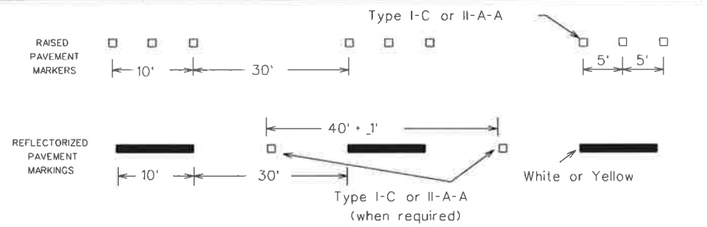

WIDE LINE

(FOR LEFT TURN CHANNELIZING LINE OR CHANNELIZING LINE USED TO DISCOURAGE LANE CHANGING.)

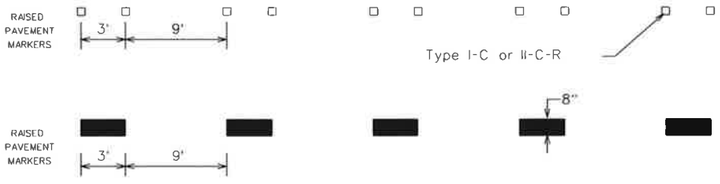



## BROKEN LINES

CENTER LINE OR LANE LINE

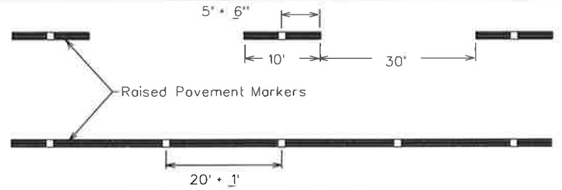



AUXILIARY OR LANEDROP LINE




## 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."



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# BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

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| 11-02 8-14 | | | | |

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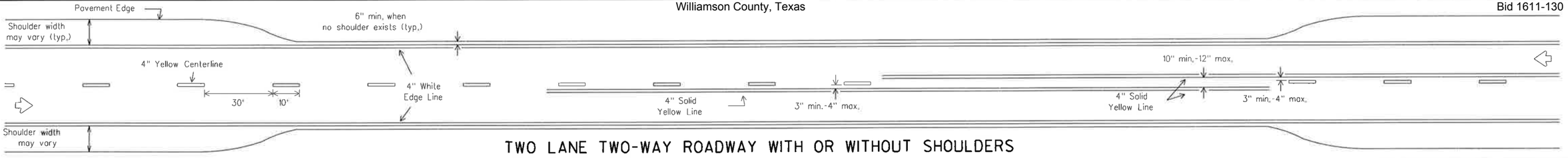
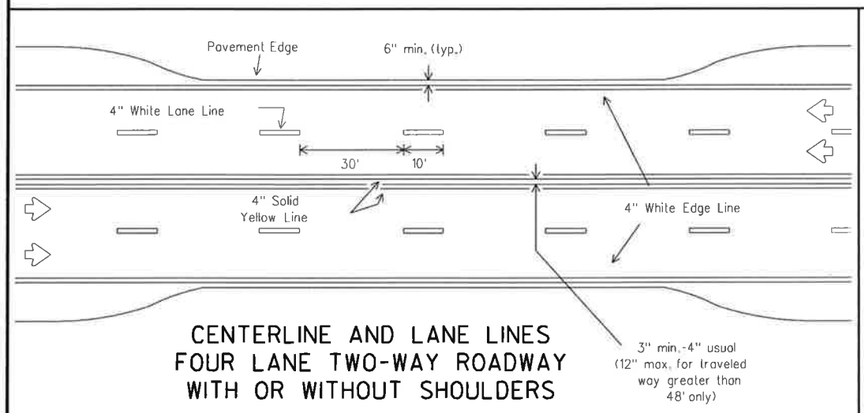
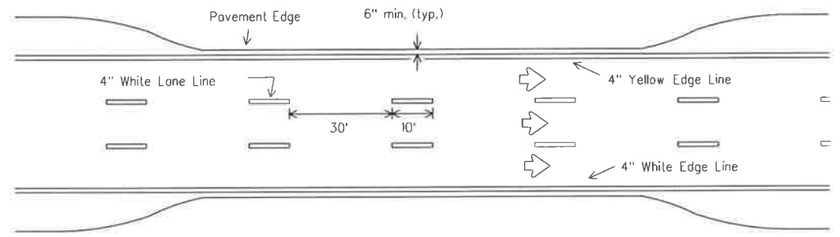


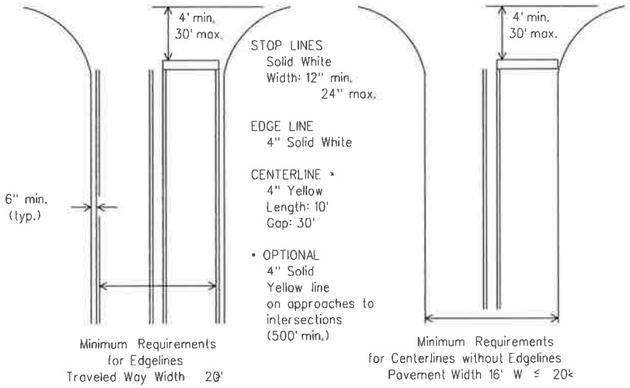

## TWO LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS




## CENTERLINE AND LANE LINES FOUR LANE TWO-WAY ROADWAY WITH OR WITHOUT SHOULDERS

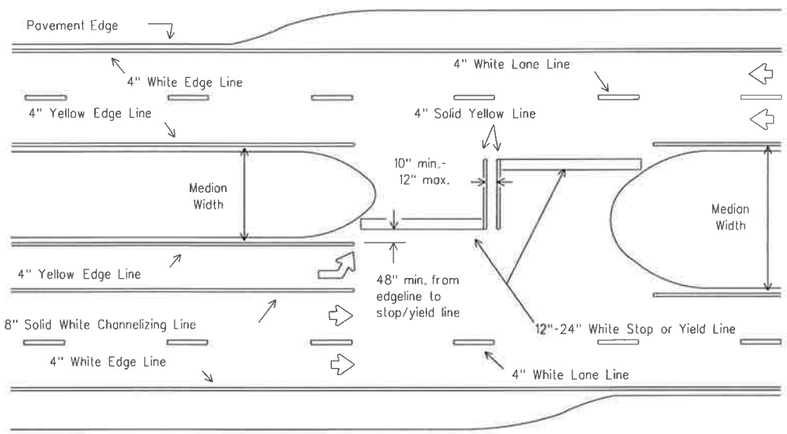



## EDGE LINE AND LANE LINES ONE-WAY ROADWAY WITH OR WITHOUT SHOULDERS



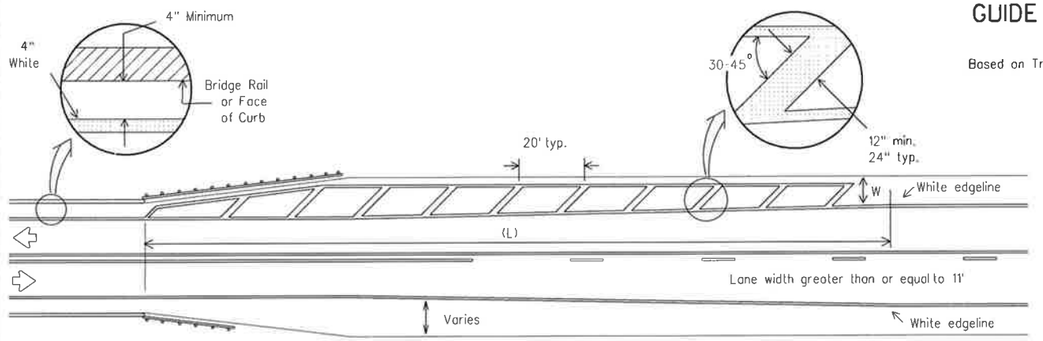

## GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

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 crosshatching 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 crosshatching should be:

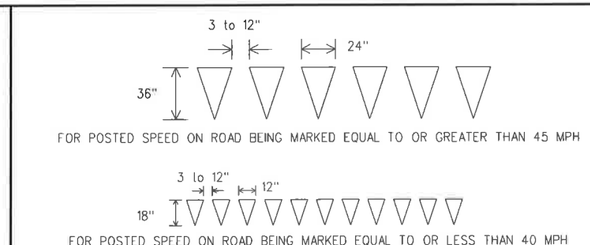
L = 4(40) ² 60 = 106.67 ft. rounded to 110 ft.

### 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.




## YIELD LINES

Texas Department of Transportation
Traffic Operations Division

## TYPICAL STANDARD PAVEMENT MARKINGS

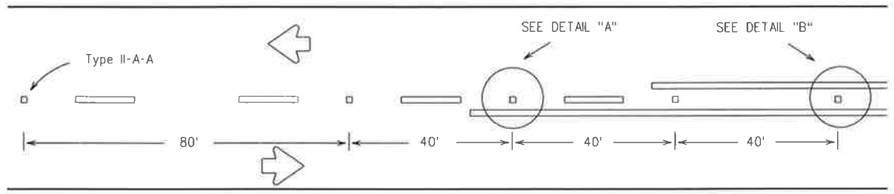
PM(1)-12

© TxDOT November 1978

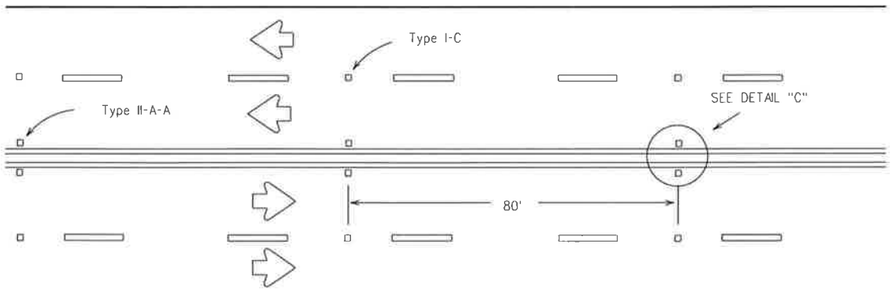
| DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|
| REVISIONS | CONT | SECT | JOB | HIGHWAY |
| 8-95 2-12 | | | | |
| 5-00 | | | | |
| 8-00 | DIST | COUNTY | | SHEET NO. |
| 3-03 | | | | 35 |

DATE:
FILE:

# REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE

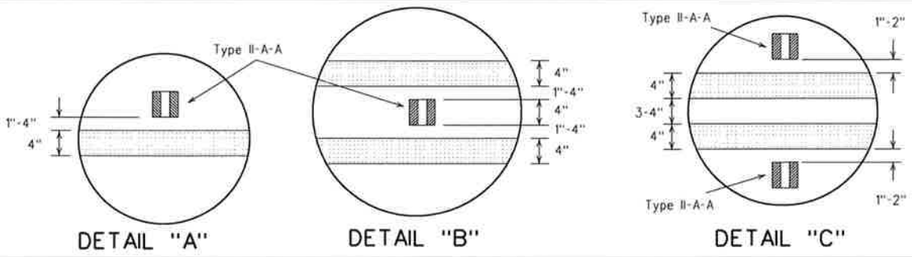


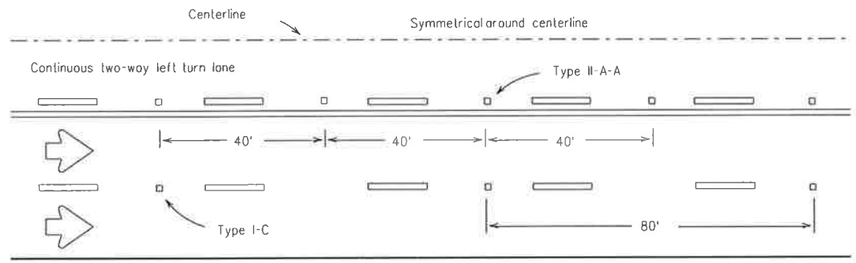

## CENTERLINE FOR ALL TWO LANE ROADWAYS



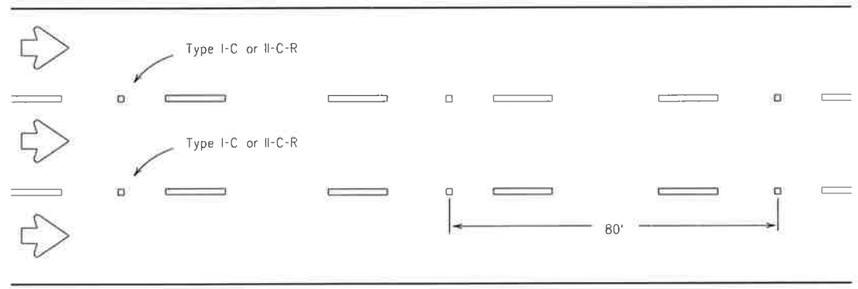

## CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



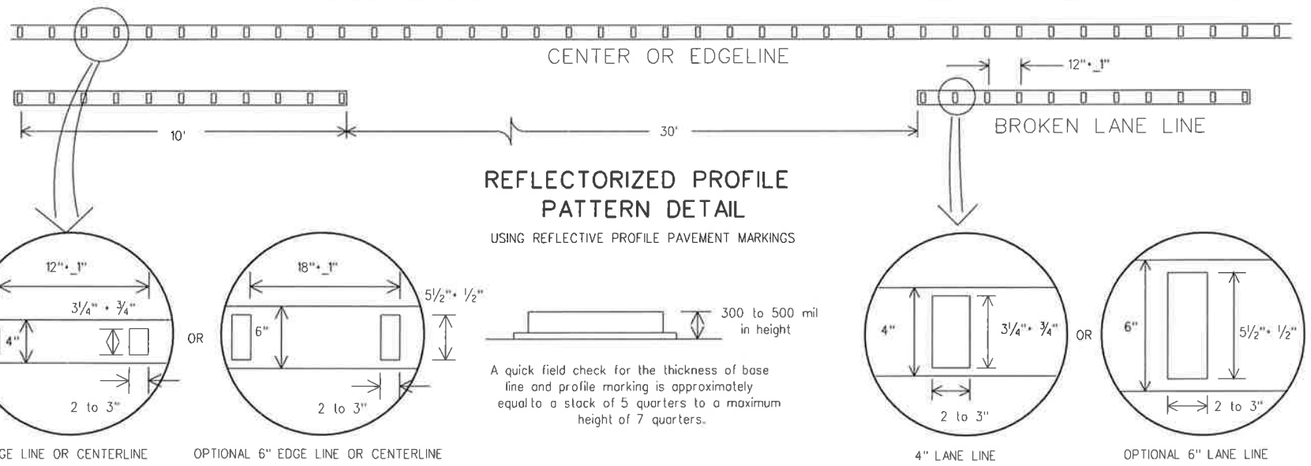




## CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE




## 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

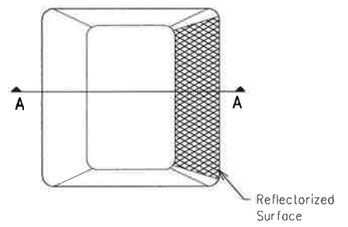
**NOTE:**
Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

## GENERAL NOTES

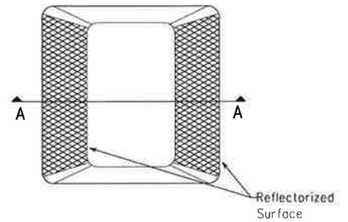
1. All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
2. On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

| 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 |

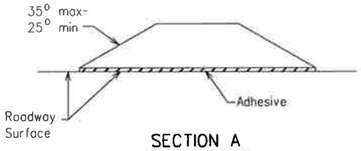
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.




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

© TxDOT April 1977

| DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|
| CONT | SECT | JOB | HIGHWAY |
| DIST | COUNTY | | SHEET NO. |

REVISIONS
4-92 2-10
5-00 2-12
8-00
2-08

36

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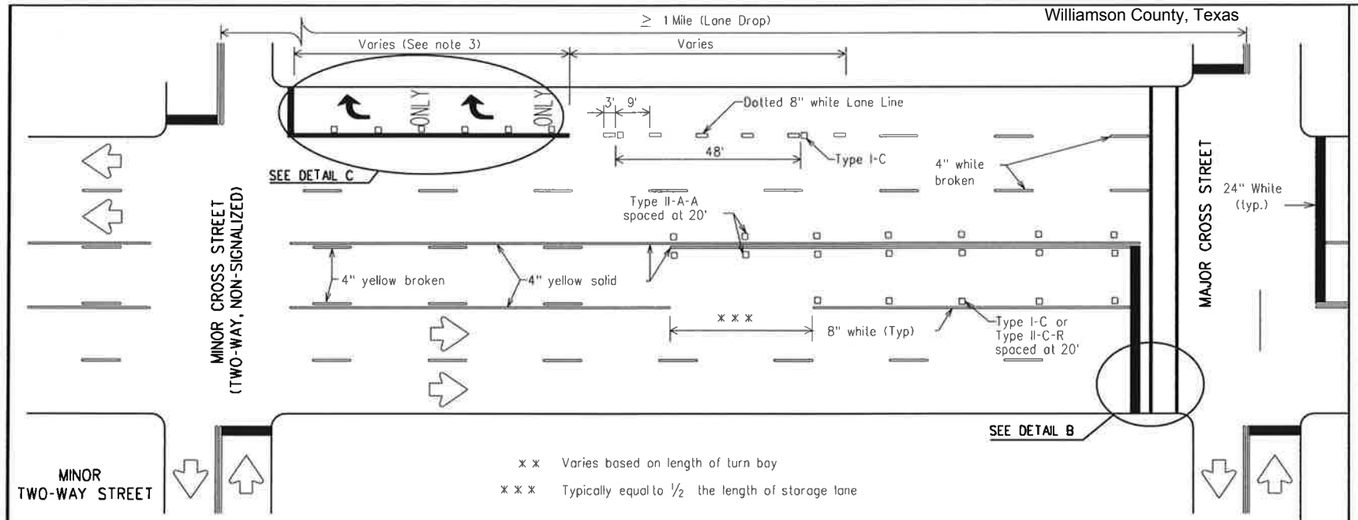
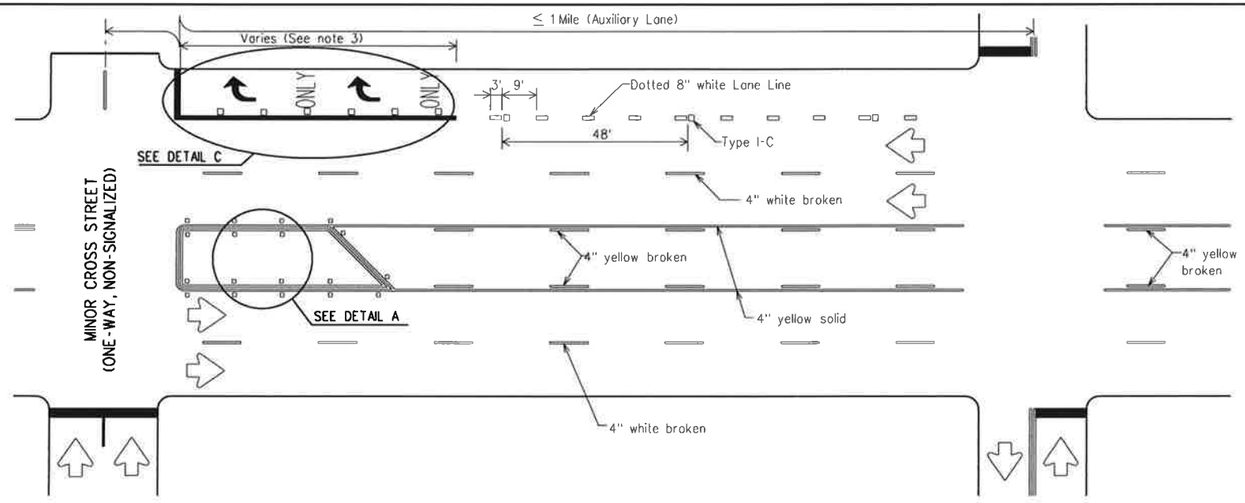
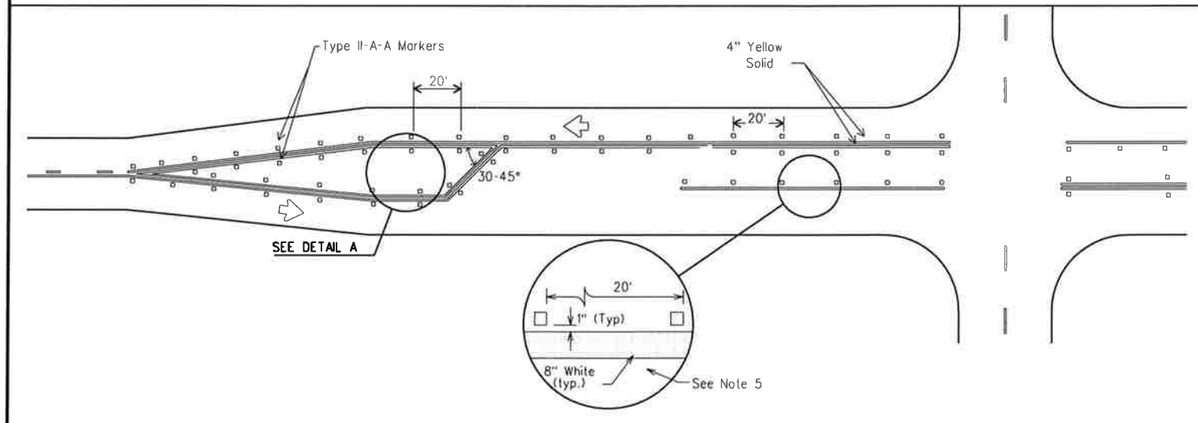


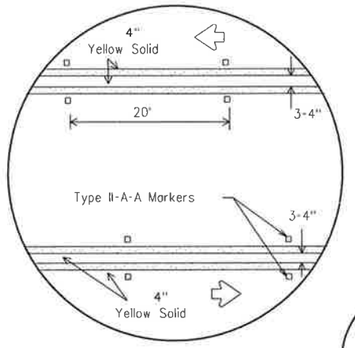

TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



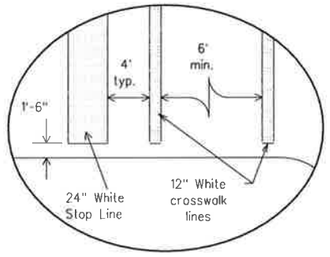

TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE




TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS

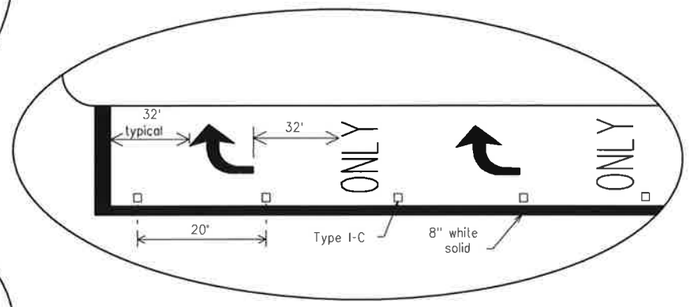



DETAIL A




Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

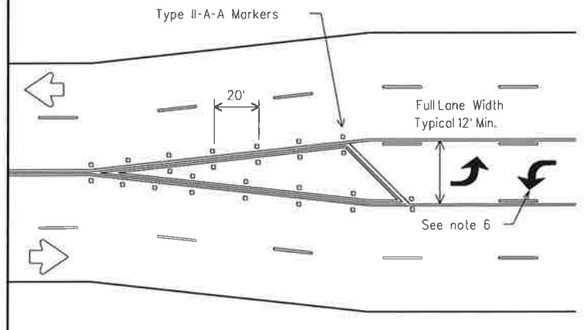
DETAIL B




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

© TxDOT April 1998

| REVISIONS | DN: TxDOT | CK: TxDOT | DW: TxDOT | CK: TxDOT |
|---|---|---|---|---|
| 5-00 2-12 | CONT | SECT | JOB | HIGHWAY |
| 8-00 | | | | |
| 3-03 | DIST | COUNTY | | SHEET NO. |
| 2-10 | | | | 37 |

DATE:
FILE:

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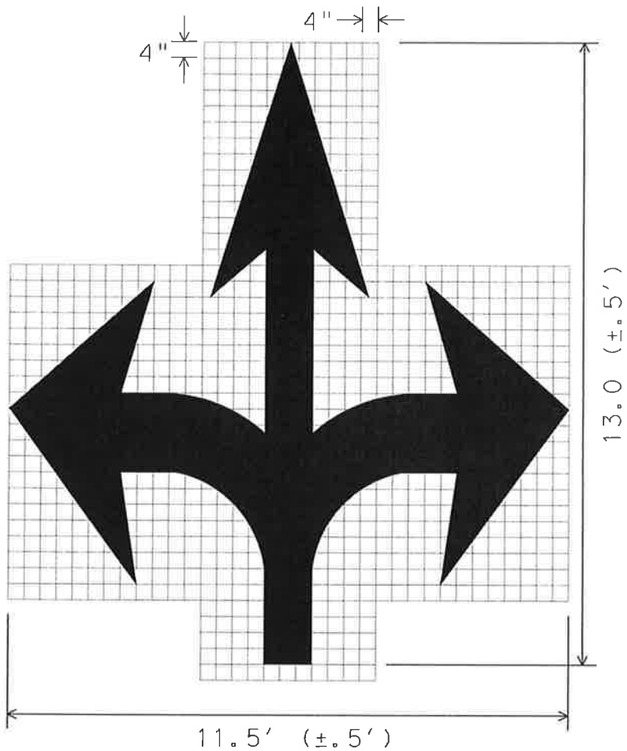


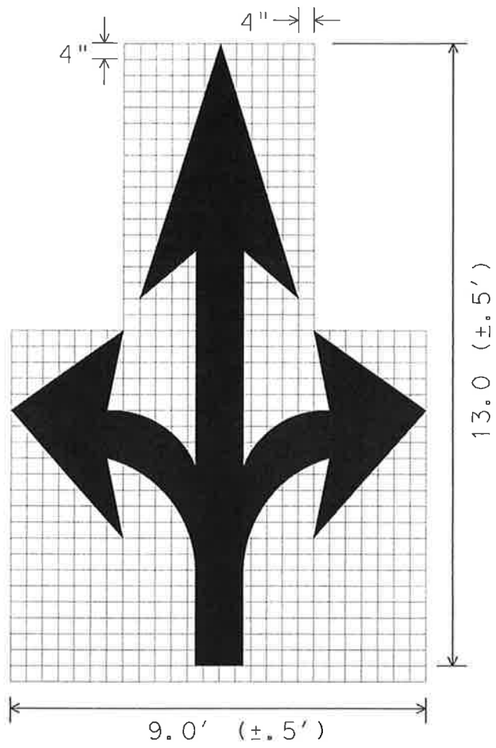


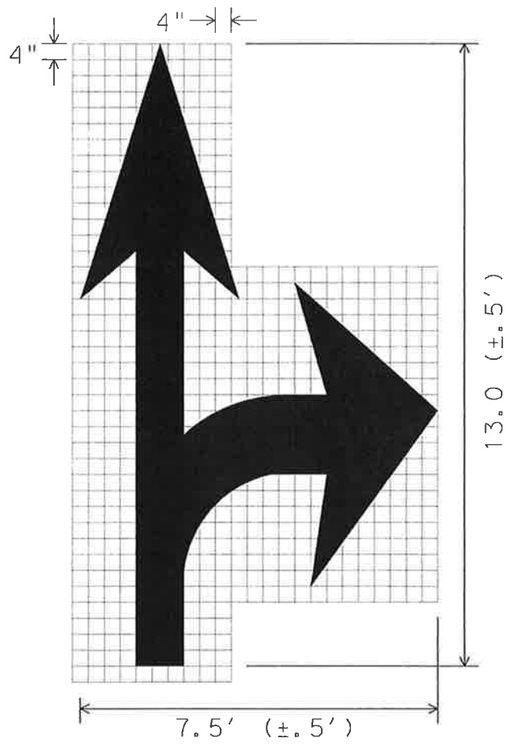


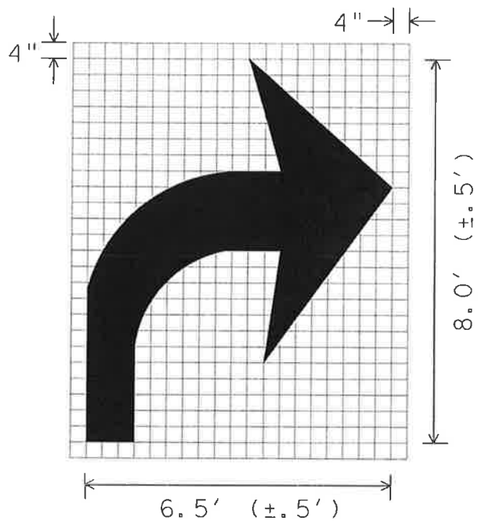


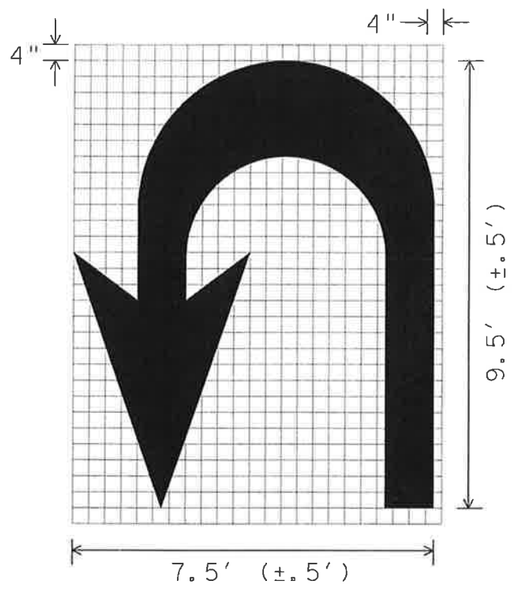


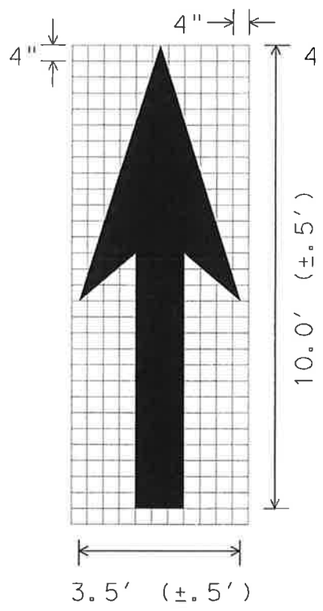


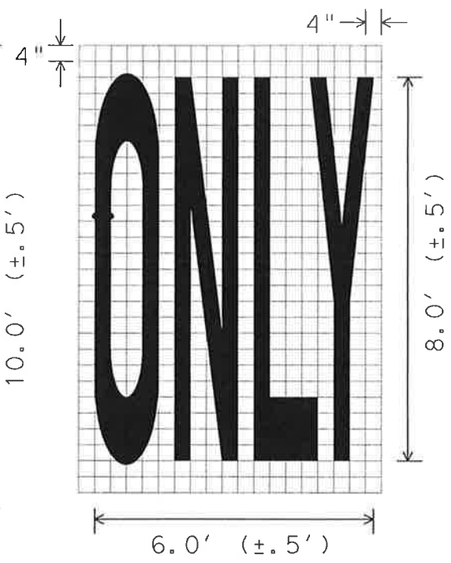


GENERAL NOTES;

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

© TxDOT March 2001

| REVISIONS | DN: TXDOT | CK: TXDOT | DW: TXDOT | CK: TXDOT |
|---|---|---|---|---|
| | CONT | SECT | JOB | HIGHWAY |
| | | | | UNIVERSITY BLVD. |
| | DIST | COUNTY | | SHEET NO. |
| | | WILLIAMSON | | 55 |

DATE:
FILE:

# WILLIAMSON COUNTY BID FORM

## MILLING AND OVERLAY – UNIVERSITY BLVD
## WILLIAMSON COUNTY
## UNIFIED ROAD AND BRIDGE SYSTEM

## BID NUMBER: IFB 1611-130

NAME OF BIDDER: _____

Mailing Address: _____

City:_____State:_____Zip:_____

Email Address: _____

Telephone: (_____)_____Fax: (_____) _____

Mobile Phone: (_____) _____

| ITEM | NO | DESCRIPTION | UNITS | QTY | Unit Price | Total Price |
|---|---|---|---|---|---|---|
| | | | | | | |
| 160 | 6003 | FURNISHING AND PLACING TOPSOIL (4") | SY | 4438 | | |
| 164 | 6033 | DRILL SEEDING (PERM) (RURAL) (SANDY) | SY | 4438 | | |
| 166 | 6001 | FERTILIZER | AC | 1 | | |
| 168 | 6001 | VEGETATIVE WATERING | MG | 551 | | |
| 316 | 6175 | AGGR (TY-B GR-4 SAC-B) | CY | 333 | | |
| 316 | 6466 | ASPH (CHFRS-2P OR CRS-2P) | GAL | 13370 | | |
| 341 | 6010 | D - GR HMA TY - B PG70 - 22 | TON | 2483 | | |
| 341 | 6043 | D - GR HMA TY - D PG70 - 22 | TON | 4202 | | |
| 354 | 6021 | PLANE ASPH CONC PAV (0" TO 2") | SY | 2102 | | |
| 354 | 6082 | PLANE ASPH CONC PAV (10") | SY | 4514 | | |
| 500 | 6001 | MOBILIZATION | LS | 1 | | |
| 502 | 6001 | BARRICADES, SIGNS AND TRAFFIC HANDLING | MO | 2 | | |
| 662 | 6109 | WK ZN PAV MRK SHT TERM (TAB) TY W | EA | 27 | | |
| 662 | 6111 | WK ZN PAV MRK SHT TERM (TAB) TY Y - 2 | EA | 810 | | |
| 666 | 6035 | REFL PAV MRK TY I (W) 8" (SLD) (090MIL) | LF | 645 | | |
| 666 | 6047 | REFL PAV MRK TY I (W) 24" (SLD) (090MIL) | LF | 24 | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 666 | 6053 | REFL PAV MRK TY I (W) (ARROW) (090MIL) | EA | 4 | | |
| 666 | 6077 | REFL PAV MRK TY I (W) (WORD) (090MIL) | EA | 4 | | |
| 666 | 6146 | REFL PAV MRK TY I (Y) 24" (SLD) (090MIL) | LF | 823 | | |
| 666 | 6167 | REFL PAV MRK TY II (W) 4" (BRK) | LF | 354 | | |
| 666 | 6170 | REFL PAV MRK TY II (W) 4" (SLD) | LF | 13244 | | |
| 666 | 6178 | REFL PAV MRK TY II (W) 8" (SLD) | LF | 645 | | |
| 666 | 6182 | REFL PAV MRK TY II (W) 24" (SLD) | LF | 24 | | |
| 666 | 6184 | REFL PAV MRK TY II (W) (ARROW) | EA | 4 | | |
| 666 | 6192 | REFL PAV MRK TY II (W) (WORD) | EA | 4 | | |
| 666 | 6207 | REFL PAV MRK TY II (Y) 4" (SLD) | LF | 16207 | | |
| 666 | 6214 | REFL PAV MRK TY II (Y) 24" (SLD) | LF | 823 | | |
| 666 | 6299 | RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL) | LF | 354 | | |
| 666 | 6302 | RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL) | LF | 13244 | | |
| 666 | 6314 | RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL) | LF | 16207 | | |
| 672 | 6007 | REFL PAV MRKR TY I-C | EA | 37 | | |
| 672 | 6009 | REFL PAV MRKR TY II-A-A | EA | 382 | | |
| TOTAL | | | | | | |

_____ Date of Bid: _____

Signature of Person Authorized to Sign Bid

Printed Name and Title of Signer:_____

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

# Williamson County – Invitation for Bid (IFB)

## SECTION 1 - DEFINITIONS

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

**Bid Documents** – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

**Bid** – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB 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.

**Bidder** – means a person or entity who submits a Bid in response to this IFB.

**Contract** – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County** – means Williamson County, a political subdivision of the State of Texas.

**Invitation for Bid (IFB)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Bidder** – means the liable Bidder to whom the County intends to award the Contract.

# SECTION 2 - BID FORMAT AND SUBMISSION

## 2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

## 2.2 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, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's 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 of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the 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 the County employees or officials may be cause for termination.

The 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 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 the 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 with their Bid Package. Package may be deemed incomplete without this form.**

## 2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

## 2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

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. 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:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics 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 Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

## 2.5 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 the County.

## 2.6 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 in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

## 2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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 in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

# SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

## 3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to 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 and modifications issued as a part of this IFB. Be sure your Bid package is complete.

## 3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the 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 the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (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 one (1).

## 3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All 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 forty-eight (48) hours prior to the date and time fixed for submission of Bids.

## 3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. 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.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. 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 equivalent document must be submitted to the Williamson County Purchasing Department.

## 3.5 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.

## 3.6 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(s).

## 3.7 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 the County, result in disqualification.

## 3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations 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.

## 3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of 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. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the 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, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

## 3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

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, if it shall deem to be in the best interest of the 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

## 3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate 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; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

## 3.12 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. The 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.

## 3.13 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.

## 3.14 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.

## 3.15 REFERENCES

The County may require the 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, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

# SECTION 4 - TERMS AND CONDITIONS

## 4.1 VENUE AND GOVERNING LAW

The 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(s), 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(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

## 4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and 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 Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and 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 its Addenda; and

   3. The Bidder's Bid.

## 4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

## 4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, 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 the County believes that collusion exists among the Bidders.

## 4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the 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.

## 4.6 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 Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

## 4.7 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.

## 4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the 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 the County may have at law or in equity or as may otherwise 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 the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the 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 the County termination for convenience.

## 4.9 NON-PERFORMANCE

It is the objective of the 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 the County's satisfaction.

In the event of such non-performance, the 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 the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting 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 the County as set out in this provision, the 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.

## 4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the 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. 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, the 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.

The 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.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and 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 the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the 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 the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## 4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the 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 the 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. The Successful Bidder agrees that the 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. The County shall give the Successful Bidder reasonable advance notice of intended audits.

## 4.12 TESTING AND INSPECTIONS

The 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, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

## 4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

## 4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the 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 limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth ($15^{th}$) day of each month; provide the 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 the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the 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 the 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 judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

## 4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the 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(s).

## 4.16 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 the 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 the County in the results of the work only. The 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. The 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 the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

## 4.17 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 the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

## 4.18 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.

## 4.19 SEVERABILITY

If any provision of this IFB, the Contract or any Ensuing Agreement(s) 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 (s) 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(s) 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(s) and be deemed to be validated and enforceable.

## 4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

## 4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

## 4.22 SALES AND USE TAX EXEMPTION

The 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, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

## 4.23 COMPLIANCE WITH LAWS

The County and the 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(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

## 4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the 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 Commissioners Court.

## 4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The 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.

## 4.26 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(s) 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.

## 4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

## 4.28 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 the County until receipt and acceptance takes place at the FOB Destination point.

## 4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

## 4.30 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 the County.

## 4.31 SAFETY

The 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.

## 4.32 GENERAL OBLIGATIONS AND RELIANCE

The 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 the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The 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 the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the 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.

## 4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

## 4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of 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 t Agreement will be located in the Special Provisions Section of this IFB.

## 4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

## 4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the 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 the 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. All Bidders are expected to meet all mandated state and federal air quality standards.

## 4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the 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 the County.

## 4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. 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 (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the 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 the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

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 following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

## 4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the 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 form 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, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

## 4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the 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 IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

## 4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

## 4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

## 4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation 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. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

## 4.44 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 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 Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder 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 judgement call to extend any deadline.

## 4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected

worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

## 4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

# 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.

5
6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

5
6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

# 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.

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 Bidder:** | |
| **Address of Bidder:** | |
| **Email:** | |
| **Telephone:** | |
| **Printed Name of Person Submitting Affidavit:** | |
| **Signature of Person Submitting Affidavit:** | |

**Cooperative Purchasing Program**

**Check one of the following options below**. A non-affirmative Bid will in no way have a negative impact on the County's evaluation of the Bid.

| | |
|---|---|
| ☐ | I will offer the quoted prices to all authorized entities during the term of the County's Contract. |
| ☐ | I will not offer the quoted prices to all authorized entities. |

***If no box is checked, the Bidder agrees to make best efforts in good faith to offer the quoted prices to all authorized entities.***

BEFORE ME, the undersigned authority, a Notary Public, 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 Bidder*) and have been duly authorized to execute the foregoing on behalf of the said _____ (*Name of Bidder*).

SUBSCRIBED AND SWORN to before me by the above-named _____

on this the _____ day of _____, 20_____.

_____

Notary Public in and for

The State of _____

The County of _____

SIGNATURE AND NOTARY 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.

# 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, IFB 1611-130 Resurface, Milling and Overlay on University Blvd, 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 _____ ($_____) 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 IFB 1611-130 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 **18 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 claiming through or under Contractor by reason of the execution or performance of this Agreement.

## ARTICLE 9 BONDS

**9.1 Performance Bond.** Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

**9.2 Payment Bond.** Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

**9.3 Warranty Bond.** Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

## ARTICLE 10 TERMINATION

**10.1 Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**10.2 Termination for Convenience.** The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

## ARTICLE 11 MISCELLANEOUS PROVISIONS

**11.1 Interest and Late Payments.** Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

**11.2 Assignment; Successors and Assigns.** This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

**11.3 Captions.** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**11.4 Governing Law and Venue.** This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

**11.5 Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

**11.6 Interpretation.** In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

**11.7 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

**11.8 Appointment.** Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

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

**11.10 Severability.** Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

**11.11 No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**11.12 Current Revenues.** Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

**11.13 Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**11.14 Sales and Use Tax Exemption.** Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

**11.15 Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**11.16 Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**11.17 Equal Opportunity in Employment.** The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

**11.18 Reports of Accidents.** Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

**11.19 Relationship of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

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

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

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

| **OWNER:** | **CONTRACTOR:** |
|---|---|
| WILLIAMSON COUNTY, TEXAS,<br>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

# Question and Answers for Bid #1611-130 - Resurface, Milling and Overlay on University Blvd CR110 to SH130

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 12/20/2016

IT Maintenance and Support Agreement with 2FA, under TCPN cooperative contract R160201

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to approve the IT Maintenance and Support Agreement with 2FA, per quote from CDW-G for maintenance, new release updates, licenses and support plans in the amount of $15,988.00, under TCPN cooperative contract R160201.

**Background**

---

**Fiscal Impact**

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

**Attachments**

2FA IT Agreement

Maintenance/Support quote

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Teri Jeffries | | Started On: 12/13/2016 09:30 AM |
| Final Approval Date: 12/14/2016 | | |

# Maintenance and Support Agreement

| | | | |
|---|---|---|---|
| Licensor Name:<br>2FA, Inc. | | Licensee Name:<br>Williamson County | |
| Licensor Address:<br>10713 N FM 620<br>Suite 201<br>Austin, TX 78750 | | Licensee Address:<br>301 S.E. Inner Loop<br>Suite 107<br>Georgetown, TX 78626 | |
| Licensor Telephone:<br>(512) 918-3200 | Licensor Fax<br>(512) 918-3206 | Licensee Telephone:<br>512-943-1481 | Licensee Fax: |
| Licensor Email:<br>support@2fa.com | Licensor Contact Name<br>Jeff Whitehair | Licensee Email:<br>jaustin@wilco.org | Licensee Contact name:<br>Jeff Austin |
| Effective Date:<br>11/30/2016 | Initial Term:<br>12 months | Maintenance & Support Fee:<br>15,998.00 | No. of Licenses:<br>950 |
| **THIS AGREEMENT IS GOVERNED BY THE ATTACHED TERMS AND CONDITIONS. LICENSEE AND LICENSOR ACKNOWLEDGE THAT THEY HAVE READ AND AGREE TO BE BOUND BY THE ATTACHED TERMS AND CONDITIONS. IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE PARTIES HERETO, AS OF THE EFFECTIVE DATE.** | | | |
| Licensor Signature:<br>x | | Licensee Signature:<br>x | |
| Name: Chris Honeycutt<br>Title: CFO | | Name:<br>Title: | |
| 12-9-16<br>Date of Signature | | _____, 20____<br>Date of Signature | |

**ARTICLE 1 - DEFINITIONS**

1.1 **Definitions**. The following terms shall have the meanings ascribed to them herein whenever they are used in this Agreement, unless otherwise clearly indicated by the context:

(a) "**Base Agreement**" means the End User License Agreement between Licensee and 2FA Inc. for 2FA provided software.

(b) "**Corrections**" means changes made in the Software and/or Documentation by Licensor to correct errors or defects in the Software and/or Documentation.

(c) "**Documentation**" means those visually-readable materials, in English and other currently support languages, developed by or for Licensor for use in connection with the Software and delivered by Licensor to Licensee. Documentation includes operating instructions, input information and format specifications.

(d) "**Maintenance and Support**" means the maintenance and support services provided to Licensee by Licensor under this Agreement.

(e) "**Software**" means the software as licensed in the End User License Agreement.

(f) "**Upgrades**" shall mean enhancements and/or new functionalities which are added into the Software and which are incorporated in a new release of the Software. The change of version 3.X to version 4.X shall be considered an Upgrade. Licensee is entitled to Upgrades under this Agreement.

(g) **"Update**" means bug fixes and/or fixes of minor errors in the Software which are incorporated in a new release of the Software. The change of version X.01 to version X.02 or the change of version X.10 to X.20 shall be considered an Update.

## ARTICLE 2 - MAINTENANCE AND SUPPORT

2.1 **Maintenance and Support Services**. The following maintenance and support services are available to Licensee and are provided on a 24 x 7 x 365 basis.

(a) **Defect Support**. Licensor shall provide telephone consulting services and/or written support services through fax, email, or other manner to Licensee's designated personnel to provide such personnel with defect support relative to the Software and Documentation, being the provision of assistance regarding suspected defects or errors in the Software or Documentation. Licensor will analyze the claim of Licensee and inform Licensee of the result of its analysis. If a defect in the Software is confirmed by Licensor, acting reasonably, Licensor will exercise commercially reasonable efforts to provide Licensee with the corrected Software as soon as possible.

(b) **Remote Application Support**. Licensor shall provide telephone consulting services and/or written support services through fax, email, or other manner to Licensee's designated personnel to provide such personnel with application support relative to the Software and Documentation, being the assistance, beyond defect support. Licensor will analyze the claim of Licensee and inform Licensee of the result of its analysis. If further investigation is needed, Licensor will inform Licensee as soon as possible of the results thereof.

(c) **Updates**. Licensor shall provide Licensee with such Updates as Licensor creates in its discretion in the ordinary course of its business. Licensee is required to install updates within six months of publication.

(d) **Upgrades**. Licensor shall provide Licensee with such Upgrades as Licensor creates in its discretion in the ordinary course of its business. Licensor is required to install upgrades within one year of publication. Licensee is only responsible for providing support and maintenance services for the then current and one prior Upgrade of the Software.

(e) **Service Level Agreement**.

**Severity Levels**

a. 1 – **Severe** - The system or major application is down or seriously impacted, or the Licensor's data is lost or destroyed, and there is no reasonable workaround currently available (system crashes or panics, corrupted data,).
b. 2 – **High** – The system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.
c. 3 – **Medium** - The system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround; feature failure; convenient workaround exists.
d. 4 – **Low** - Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.

**Severity Response Times**

a. Severity Level 1 – Respond within 1 hour; mutually agreed upon resolution or resolution plan within seven calendar (7) days
b. Severity Level 2 – Respond within 4 business hours; mutually agreed upon resolution or resolution plan within fourteen calendar (14) days
c. Severity Level 3 – Respond within 8 business hours; mutually agreed upon resolution or resolution plan within twenty-one calendar (21) days
d. Severity Level 4 - Respond within 24 business hours; mutually agreed upon resolution or resolution plan within twenty-eight calendar (28) days

(f) **Scalability**. 2FA warrants that 2FA ONE Server is scalable to 10,000 simultaneous connections, so long as the customer's server hardware is configured and maintained correctly. Under normal conditions, only a handful of users will require connection to 2FA ONE Server.

2.2 **Exceptions to Maintenance and Support Obligations**. The following items are expressly excluded from the Maintenance and Support Services listed in Section 2.1 hereof and shall, as such, be invoiced at then-current engineering fees:

(a) Maintenance and/or support of software not delivered by Licensor;

(b) Maintenance and/or support of Software or a version of the Software that has been retired by Licensor

(c) Repairs caused by other than normal use or repairs caused by force majeure (such as, but not limited to, fire, flood, failure of electric power or air conditioning);

(d) Repairs required by the fact that maintenance has been done by a third party, not authorized by Licensor.

2.3 **Additional Support**. Licensee may purchase additional support from Licensor by initialing such additional support as offered by Licensor. Such additional support may include training or on-site support at Licensees designated location.

2.4 **Scope of Maintenance and Support Services**.

(a) In no event shall any Maintenance and Support services under this agreement be provided for any application or software other than the Software.

(b) It is a condition precedent to the delivery of any maintenance and support under this Agreement by Licensor that Licensee have personnel on site that possess the knowledge of a person of ordinary skill in computer science and that Licensor be able to interact with such personnel in providing maintenance and support services under this Agreement. If, in Licensor's reasonable opinion, no such person is employed by Licensee, Licensor may, at its option, terminate this Agreement and return any unused portion of the maintenance fees paid for the current term. Unused maintenance fees will be calculated according to the following formula: (Annual Maintenance fee / 12) X (Number of full months remaining in the current term).

(c) The Maintenance and support services described in this Agreement shall be provided to Licensee only.

## ARTICLE 3 - MAINTENANCE & SUPPORT FEES

3.1 **Maintenance & Support**. During the initial term of this Agreement, Licensee shall pay to Licensor a maintenance and support fee equal to the Maintenance and Support Fee set out on page 1 hereof for the initial term. Subsequent renewal terms will be charged in accordance with Licensor's current pricing in effect at time of renewal.

3.2 **Other fees**. Any Professional Services and/or training provided by Licensor will be invoiced upon completion upon which said services are provided. Any custom support package provided by Licensor beyond the normal scope of this Maintenance and Support Agreement will be invoiced at the time said support package has been provided. Unless otherwise provided in writing, all invoices for services provided are payable within thirty (30) days after invoice date.

3.3 **Payment Terms**. All payments for services as described in this Maintenance and Support Agreement are due within 30 days after receipt of invoice. No maintenance or support will be performed under this Agreement if any payments are past due under this Agreement or the Base Agreement. 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.

3.4 Payment for all invoices are due and payable within thirty (30) days of the date of issuance. Thereafter, for each renewal of this Agreement, payment of Maintenance and Support Fees are due and payable on each anniversary of the Effective Date of this Agreement.

## ARTICLE 4 - MAINTENANCE & SUPPORT RENEWALS

4.1 Upon the expiration of the Initial Term, this Maintenance and Support Agreement will automatically renew for two additional 12 month terms.

4.2 Merging of Maintenance & Support renewal dates shall be permitted if multiple license purchases are made inclusive of Maintenance & Support. Prior to merging of Maintenance & Support renewal dates, payment must be received for the initial one (1) year of Maintenance & Support made with the initial purchase.

4.3 Renewals made following Termination as defined in Article 5 may be made under the condition that outstanding maintenance and support be brought current for entirety of period following termination.

4.4 Partial renewal of Maintenance and Support is defined as renewal of Maintenance and Support for a number of licenses less than purchased will constitute non-renewal. The number of supported licenses may be reduced upon agreement of both parties. In such event, the Licensor shall issue a new replacement license equivalent to the number of licenses renewed under Maintenance and Support.

**ARTICLE 5 - TERMINATION**

5.1 **Term**. Both parties agree that this Agreement shall be effective for a period equal to the Initial Term of 12 months (1 year) hereof and two subsequent 12 month renewal terms for a total commitment of 36 months. This Agreement may be terminated or canceled as provided in Sections 5.1.

5.2 **Termination for Cause**. This Agreement may be terminated for cause, as follows:

(a) by Licensor, if Licensee fails to make timely payment, and any such failure is not remedied within ten (30) days after receipt of written notice stating such breach;

(b) by Licensor, immediately upon written notice, if Licensee: (i) fails, either intentionally or unintentionally, to abide by the restricted use or confidentiality provisions of the Base Agreement; or (ii) exceeds the scope of the license granted by the Base Agreement;

(c) by either party, if a party (including its successors and assigns, if applicable) ceases doing business as a result of dissolution, liquidation, or other causes. In such event, the other party may immediately terminate this Agreement by providing written notice setting out the grounds for termination.

(d) by Licensor, pursuant to Section 2.4(b).

5.3 **Termination for Convenience.** This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof.

5.4 **Obligations upon Termination**. Upon termination, Licensee shall immediately pay all outstanding amounts incurred prior to termination to Licensor.

**ARTICLE 6 - LIABILITY**

IN NO EVENT SHALL LICENSOR BE LIABLE, WHETHER BASED UPON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF LICENSOR HAS BEEN ADVISED OF OR COULD HAVE REASONABLY FORESEEN THE POSSIBILITY OF SUCH DAMAGES), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS TO COMPANY OR OTHERS ARISING UNDER OR RELATED TO THIS AGREEMENT. LICENSOR'S AGGREGATE LIABILITY FOR ANY OTHER DAMAGES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION GIVING RISE TO THE LIABILITY. THE FOREGOING SHALL NOT LIMIT LICENSEE'S PAYMENT OBLIGATIONS UNDER ARTICLE 3.

**ARTICLE 7 - MISCELLANEOUS**

7.1 **Choice of Law**. This License Agreement will be governed by the laws of the State of Texas. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this License Agreement. You submit to personal jurisdiction in Texas and further agree that any legal action relating to this License Agreement will be brought exclusively in the County of Travis, State of Texas (if under State law) or the Western District of Texas (if under federal law). You hereby waive any claim that such venue is improper or inconvenient. IN ANY SUCH PROCEEDINGS, YOU HEREBY KNOWINGLY AND WILLINGLY WAIVE AND SURRENDER YOUR RIGHT TO TRIAL BY JURY.

7.2 **Effect of Illegality.** In the event that any provision of this License Agreement shall be determined to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this License Agreement shall otherwise remain in full force and effect and enforceable.

7.3 **No Waiver**. The failure of either Party to enforce its rights under this License Agreement at any time for any period shall not be construed as a waiver of such rights.

7.4 **Survival of Certain Provisions**. It is hereby agreed that the rights and obligations of the parties hereto contained in Articles 3, 5 and 6 and any Addenda referenced therein shall survive and continue after any termination or cancellation of this Agreement and shall bind the parties, their successors, their assigns and their legal representatives.

7.5 **Entire Agreement**. This Agreement sets forth and shall constitute the entire agreement between Licensee and Licensor with respect to the subject matter thereof, and shall supersede any and all prior agreements, understandings, promises and representations made by one party to the other concerning the subject matter herein and the terms and conditions applicable thereto. This Agreement may not be released, discharged, supplemented, interpreted, amended or modified in any manner except by an instrument in writing signed by a duly authorized officer or representative of each of the parties hereto as is specially provided elsewhere in this Agreement.

7.6 **Independent Contractors**. In making and performing this Agreement, the parties act and shall act at all times as independent contractors and nothing contained in this Agreement shall be construed or implied to create the relationship of partner or of employer and employees between the parties. At no time shall either party make commitments for or in the name of the other party.

7.7 **No Assignment by Licensee**. Licensee is not allowed to assign its rights or obligations under this Agreement without Licensor's prior written consent.

7.8 **Notices**. All notices under this Agreement shall be sent to the address here above mentioned. All such notices shall be deemed to be received by the other party on the earlier of (a) five (5) days after the postal date of a written notice, (b) three (3) days after the date of delivery of the courier mail company.

# Customer Support Center

1. Licensor's contact information for technical support will be:

   Telephone: (512) 931-3376
   email address: support@2fa.com

2. Licensor's normal business hours are as follows:

   Monday – Friday 9:00 a.m. to 6:00 p.m. Central Time

3. Licensee shall contact Licensor's personnel via the telephone and fax numbers or via the e-mail address listed above to request the technical support services described in this Agreement.

# QUOTE CONFIRMATION

**DEAR JEFF AUSTIN,**

Thank you for considering CDW•G for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---|---|---|---|---|
| HMCC161 | 10/28/2016 | HMCC161 | 5166345 | $15,988.58 |

**QUOTE DETAILS**

| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
|---|---|---|---|---|
| 2FA Maintenance and Support Plan - new releases update - for 2FA ONE Bundle<br>Mfg. Part#: 2FA-103-01<br>UNSPSC: 81111811<br>Electronic distribution - NO MEDIA<br>Contract: TCPN Technology & IWB Solutions Products Services (R160201) | 950 | 3369535 | $0.01 | $9.50 |
| 2FA ONE Bundled Client & Server - license<br>Mfg. Part#: 2FA-101-01<br>UNSPSC: 43232901<br>Electronic distribution - NO MEDIA<br>Contract: TCPN Technology & IWB Solutions Products Services (R160201) | 950 | 3369532 | $16.82 | $15,979.00 |
| 2FA PRO SVCS SUPPORT<br>Mfg. Part#: 2FA-106-01<br>Contract: TCPN Technology & IWB Solutions Products Services (R160201) | 8 | 3371387 | $0.01 | $0.08 |

**PURCHASER BILLING INFO**

**Billing Address:**
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207
**Phone:** (512) 943-1456
**Payment Terms:** Net 30 Days-Govt State/Local

**DELIVER TO**

**Shipping Address:**
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207
**Phone:** (512) 943-1456
**Shipping Method:** DROP SHIP-GROUND

| | |
|---|---|
| SUBTOTAL | $15,988.58 |
| SHIPPING | $0.00 |
| GRAND TOTAL | $15,988.58 |

**Please remit payments to:**

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Need Assistance? CDW•G SALES CONTACT INFORMATION

Darius Menafield | (866) 448-3728 | darimen@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2016 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 12/20/2016

Purchase of crushed granite base materials

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on awarding Granite Trucking, Inc. for the purchase of crushed granite base materials, as the lowest quote received, pursuant to Texas Local Gov't Code Section 262.0225(d) and Section 262.0245.

### Background

On November 8, 2016, Item #27, the Court approved the Purchasing Agent to advertise for bids for crushed granite base materials under IFB # 1611-125. A formal bid was completed, and no quotes were obtained. Texas Local Government Code Section 262.0225(d) and 262.045 allow the Purchasing Agent to recommend procedures for obtaining necessary items where no competitive bids are received. A recommendation was made to Road and Bridge to solicit for and obtain three quotes for the materials, as originally bid out. After a thorough attempt, 2 quotes were obtained. Based upon the quotes obtained, the recommendation is to make the award to Granite Trucking as the overall lowest quote and best value for the needed crushed granite base materials.

## Fiscal Impact

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

## Attachments

Award Letter- Granite Trucking

Granite Trucking quote

Superior Crushed Stone quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Form Started By: Teri Jeffries | | Started On: 12/13/2016 01:45 PM |
| Final Approval Date: 12/14/2016 | | |

WILLIAMSON COUNTY
1848

December 13, 2016

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

Subject: Recommendation for Crushed Granite Base quotes

After reviewing all of the pertinent information, it appears that Granite Trucking, Inc. submitted the overall lowest and best quote for Crushed Granite Base. I recommend to the Williamson County Commissioner's Court that they award Granite Trucking, Inc. as the primary vendor and Superior Crushed Stone, LC as the secondary vendor.

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

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.

# WILLIAMSON COUNTY BID FORM

## CRUSHED GRANITE BASE FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF BIDDER: Granite Trucking, Inc

Mailing Address: P.O. Box 701 0

City: Marble Falls State: TX Zip: 78654

Email Address: daniel@granitetrucking.com

Telephone: (830) 598-7625 Fax: (830) 598-2423

Mobile Phone: (254) 485-5680

| ITEM # | DESCRIPTION | UNIT | UNIT PRICING PICKED UP | UNIT PRICING - DELIVERED TO WILCO CENTRAL MAINTENANCE FACILITY IN GEORGETOWN[1] |
|---|---|---|---|---|
| 1 | CRUSHED GRANITE BASE TYPE A | TON | $4.50/ton | $14.75/ton |
| 2 | CRUSHED GRANITE BASE TYPE B | TON | $6.50/ton | $16.75/ton |
| 3 | CRUSHED GRANITE BASE TYPE C | TON | $8.60/ton | $18.75/ton |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

Signature of Person Authorized to Sign Bid

Date of Bid: 12/1/16

Printed Name and Title of Signer: Daniel Champeau President

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

# WILLIAMSON COUNTY BID FORM

## CRUSHED GRANITE BASE FOR WILLIAMSON COUNTY UNIFIED ROAD AND BRIDGE SYSTEM

NAME OF BIDDER: Superior Crushed Stone LC

Mailing Address: 1405 E. Riverside DR

City: Austin State: Tx Zip: 78741

Email Address: jschuler@superiorcrushedstone.com

Telephone: (512) 656-7123 Fax: (512) 440-0989

Mobile Phone: (512) 656-7123

| ITEM # | DESCRIPTION | UNIT | UNIT PRICING PICKED UP | UNIT PRICING - DELIVERED TO WILCO CENTRAL MAINTENANCE FACILITY IN GEORGETOWN[1] |
|---|---|---|---|---|
| 1 | CRUSHED GRANITE BASE TYPE A | TON | — | — |
| 2 | CRUSHED GRANITE BASE TYPE B | TON | — | — |
| 3 | CRUSHED GRANITE BASE TYPE C | TON | $23.00 | $28.00 |

Note 1: Wilco Central Maintenance Facility, Road and Bridge, 3151 SE Inner Loop, Georgetown, TX 78627

John Schuler

Signature of Person Authorized to Sign Bid

Date of Bid: 12/1/16

Printed Name and Title of Signer: John Schuler manager

**DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID**

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 12/20/2016

Professional Services for updating the Williamson County comprehensive Parks Master Plan

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action for the Purchasing Agent to advertise for professional services for the Parks Department to assist with updating the 2008 Williamson County Comprehensive Parks Master Plan under RFQ 1612-132.

**Background**

Williamson County developed a Comprehensive Park Master Plan in 2001 and again in 2008. Both plans have served the County well in guiding park development. It is time to update the existing plan to help guide future department and County direction with parks, trails, open space acquisitions, grants and Parks Department development.

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**Fiscal Impact**

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

**Attachments**

Bid Packet Master Parks Plan

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/14/2016 03:18 PM |
| Purchasing (Originator) | Teri Jeffries | 12/15/2016 10:05 AM |
| Form Started By: Teri Jeffries | | Started On: 12/14/2016 08:10 AM |
| Final Approval Date: 12/15/2016 | | |

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

# WILLIAMSON COUNTY PURCHASING DEPARTMENT

# SOLICITATION

## Williamson County Comprehensive Parks Master Plan Professional Services

**QUALIFICATIONS MUST BE RECEIVED ON OR BEFORE:**
**Feb 1, 2017 11:00:00 AM CST**
**QUALIFICATIONS WILL BE PUBLICLY OPENED:**
**Feb 1, 2017 11:00:00 AM CST**

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 1612-132
# Williamson County Comprehensive Parks Master Plan Professional Services

| | |
|---|---|
| Bid Number | 1612-132 |
| Bid Title | Williamson County Comprehensive Parks Master Plan Professional Services |
| Bid Start Date | In Held |
| Bid End Date | Feb 1, 2017 11:00:00 AM CST |
| Question & Answer End Date | Jan 25, 2017 3:00:00 PM CST |
| Bid Contact | Teri Jeffries<br>Senior Purchasing Specialist<br>512-943-1553<br>Teri.jeffries@wilco.org |
| Contract Duration | **1 year** |
| Contract Renewal | Not Applicable |
| Prices Good for | **180 days** |
| Bid Comments | **Williamson County is seeking a statement of Interest and Qualifications from qualified Landscape Architectural firms interested in providing professional services related to assisting the County in updating the 2008 Williamson County, Texas Comprehensive Parks Master Plan.**<br>**Williamson County developed a Comprehensive Park Master Plan in 2001 and again in 2008. Both plans have served the County well in guiding park and trail development, in parkland and open space acquisitions, and in obtaining grants. It is now time to update the plan to assist the County with future direction regarding future growth and Park planning.** |

**Item Response Form**

| | |
|---|---|
| Item | **1612-132--01-01 -** Add all proposal documents to this line item. |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location

**Williamson County, Texas**

Williamson County Purchasing Department
901 S. Austin Avenue
Georgetown TX 78626
**Qty** 1

**Description**

Please add all proposals and required documents to this line item.

**INTRODUCTION**

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from qualified Landscape Architectural firms interested in providing professional services related to updating the 2008 Williamson County, Texas Comprehensive Parks Master Plan. The deadline for submitting proposals is February 1, 2017.

**GENERAL INFORMATION**

Williamson County developed a *Comprehensive Park Master Plan* in 2001, and again in 2008 (2008 Plan). Both plans have served the County well in guiding park and trail development, in parkland and open space acquisition, and in obtaining grants. It is time to update the existing plan to help guide future direction for the department and for the County.

**DESCRIPTION OF PROJECT**

The purpose of the Master Plan revision is:

A. To continue to provide the framework of orderly and consistent planning and development.
B. To provide detailed facts concerning the community and the County through inventories and research.
C. To establish priorities through a community based needs analysis, and through public input.
D. To provide direction with park land acquisition, open space needs, and in development to meet future needs.
E. To meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

**PLANNING PROCESS GOALS AND OBJECTIVES**

A. To update the *2008 Comprehensive Park Master Plan* to address current and future needs and services of Williamson County.
    1. Provide an inventory of all public recreation providers in the County.
    2. Identify immediate and short-term improvements in parks.
    3. Identify long term planning for parks, facilities and trails.
    4. Meet revised program and scoring criteria and format requirements for recreation grant programs administered by the Texas Parks and Wildlife Department.
    5. To identify practical, cost efficient means of maintaining and upgrading existing parks, facilities, and trails to a prescribed standard and purpose.
    6. To provide information on History of Williamson County Parks & Recreation, Trends and Best Practices, Mapping, Action Plans, and Management & Implementation of the *Master Plan.*
B. To address the needs for acquiring new park land and open space.
C. To develop recreational facilities on both new lands and in existing, operational parks.

D. To enlist community interest by encouraging individuals, citizen groups, businesses, and public/private partnerships to identify and secure funds, resources, property, and manpower for the development and operation of the Williamson County Parks and Recreation system.
E. To provide a strategy and related criteria for private sponsorships of park facilities and related criteria.
F. To increase and enhance outdoor recreation opportunities by providing a County system of parks, facilities, trails, preserves, and open space that maximizes the use of resources while complementing Parks and Recreation activities provided by the U.S. Army Corps of Engineers, Cities, and MUD's in the County.
G. To have the Commissioners Court endorsed, *Updated Comprehensive Park Master Plan* complete, in place, and to the Texas Parks and Wildlife Department by May 31, 2017 to meet their grant application submittal deadline.

SCOPE OF SERVICE REQUESTED

The following is the minimum scope of services to be provided by the planning consultant selected for the project:

A. Formulation of a workplan
    1. Consultant will prepare a work plan and meet with the Parks Department staff to review the work schedule, to discuss information to be provided by the County, to review the public involvement process, and to discuss project deliverables
        i. The work plan shall include a schedule of meetings with Parks and Recreation Department staff, the public, the Commissioners Court, and it should document deliverable dates.
    2. Public Involvement process
        i. Consultant shall outline a public involvement process and prepare all necessary meeting materials, questionnaires, graphics, etc. and shall participate in at least four (4) public meetings.
        ii. Consultant shall analyze and summarize public input received, consider findings during the needs assessment process, and include information relevant to public input in the final master plan report.
B. Conduct a needs analysis to reflect the addition of new facilities/parkland and changes in the community since the *2008 Plan*. Include the 2013 Bond Committee recommendations.
C. Review and incorporate appropriate items from the following planning documents relevant to the parks and recreation areas/facilities and needs in Williamson County:
    1. *2001 Williamson County Comprehensive Park Plan*
    2. *2008 Comprehensive Park Master Plan*
    3. *Park Master plans from the Cities /MUDS in the County (with Park Master Plans)*
    4. *Williamson County Trails Master Plan (Gap Analysis)*
    5. *Texas State Outdoor Recreation Plan (SCORP)*
D. Update the parks and recreation action plan, priorities, phasing, and strategies to reflect the public involvement process and needs analysis (*2008 Plan*).

E. Review current City and socio-economic/demographic information and growth patterns and incorporate new trends and or changes into the *Updated Comprehensive Parks Master Plan.*
F. Provide ten (10) copies of the updated draft of the *Comprehensive Parks Master Plan* for review by the Commissioners Court.
G. Make a presentation to the Commissioners Court on the draft *Updated Comprehensive Parks Master Plan* document.
H. Provide twenty (20) bound copies of the final *Updated Comprehensive Parks Master* Plan and all plan documents in an acceptable electronic format for County use and reproduction.

Technical County Representative for this contract will be:

Randy Bell

Williamson County Parks Director

219 Perry Mayfield

Leander, Texas 78641

randybell@wilco.org

512-943-1922

**RFQ Comments, Requirements and Evaluation**

Williamson County is seeking/requesting a Statement of Interest and Qualifications (SOQ) from qualified Landscape Architectural firms interested in providing professional services related to updating the *2008 Williamson County, Texas Comprehensive Parks Master Plan.*

If entering an electronic Statements of Qualifications in BIDSYNC (PREFERRED), the following documents MUST be completed and attached to FIRST LINE ITEM. The response shall be structured as defined below:

1. Page one: A one (1) single sided page transmittal letter that provides: an overview of the firm. In addition, it shall provide the name, physical mailing address, email address and telephone number of the proposed contact for the RFQ and possible interview process. In order to address the pass/fail criteria, the transmittal shall also confirm that the respondent has at least one office within Texas and state the location of that office.
2. Page two: Provide organizational chart for the project listing all key task leaders. Any names shown on the organizational chart shall be considered as a firm commitment that those individuals shall perform the duties represented. Failure of staff to perform responsibilities represented may result in revocation of the contract. Resumes shall be provided in Appendix A for all individuals listed on the organizational chart. **Note:** This can be an 11x17 page, and will count as 1 page; however, all other pages must be on 8-1/2 x 11.
3. Page three: Provide information regarding the availability of the staff indicated on the organizational chart provided on page two. For staffing purposes, assume the notice to proceed will be issued in February of 2017.
4. Page four: Provide information regarding the Project Manager's experience, knowledge, skills and abilities as they relate to developing comprehensive park master plans.
5. Pages five and six: Provide information regarding the key project staff's experience, knowledge, skills and abilities as they relate to developing comprehensive park master plans.
6. Page seven: Provide information regarding firm's understanding of the proposed work.
7. Appendix A: Provide resumes of Project Manager and key staff shown on the organizational chart. **Resumes shall indicate not only a project worked on but the activities performed by the individual on the project. Resumes not providing correct information may be considered non-responsive.** Limit resumes to no more than four single sided pages, per individual resume.
8. Appendix B: Debarment and Licensing Certificate
9. Appendix C: Conflict of Interest Statement

   NOTE: If filing electronically via BIDSYNC, the "Conflict of Interest Statement" and the "Debarment and Licensing Certificate" are fillable forms to be completed and accepted.

**Pass/Fail Criteria**

To be considered for evaluation, all interested firms must have at least one office located within Texas. A statement indicating this must be included in the transmittal letter.

**Evaluation and Scoring Criteria for the Statement of Qualifications**

| **Evaluation Criteria** | **Maximum Score Points** | **Please select a whole number from the list provided for each question** (Decimal scoring or unlisted rating scores are not permitted) |
|---|---|---|
| Office in Texas | **Pass or Fail** | **Requirement to be considered.** |
| Project Manager's Experience/Qualifications with revising and developing comprehensive park master plans. | 35 | 35 = Significantly Exceeds Requirements<br>26= Exceeds Requirements<br>18 = Meets ALL requirements<br>10 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Individual's on Project Team Experience/Qualifications with revising and developing comprehensive park master plans. | 30 | 30 = Significantly Exceeds Requirements<br>24 = Exceeds Requirements<br>16 = Meets ALL requirements<br>8= Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Availability of Project Manager, task leads and relevant staff | 20 | 20 = Significantly Exceeds Requirements<br>15 = Exceeds Requirements<br>10 = Meets ALL requirements<br>5 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| Understanding of Project and ability to expedite | 15 | 15 = Significantly Exceeds Requirements<br>12 = Exceeds Requirements<br>9 = Meets ALL requirements<br>6 = Marginally Meets Requirements<br>0 = Does Not Meet Requirements |
| **Total Evaluation Points** | **100** | |

**Evaluation and Selection process**

Statements of Qualifications shall be evaluated and scored by a committee of Williamson County employees using the Evaluation and Scoring Criteria enclosed. Depending on the results of the RFQ evaluation, Williamson County may or may not utilize an interview phase. If interviews are used, Williamson County anticipates inviting approximately two to three top scoring respondents to an interview. During the interview, invited respondents shall address criteria included in their letter of invitation for an interview. The top-ranking respondent shall be considered to be selected to enter into negotiations for a contract. If negotiations are successful, the selected firm shall be recommended to the Williamson County Commissioners Court for final selection and contract approval. The method of payment will be lump sum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Please note that the Williamson County Commissioners Court will make the final selection of providers for all contracts.

# 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.

https://0f81d5c2334756a8d26a-7c1335b7194851f9117ef1037604d9f5.ssl.cf1.rackcdn.com/Proposal%20References.PNG

List the last three (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this RFP package, were recently provided by Respondent.

**Reference 1**

Client Name:
Location:

Contact Name:
Title:

# 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.

5 6

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

5 6

7

Signature of person doing business with the governmental entity

Date

Signature not required if completing in BIDSYNC electronically.

3 4

# 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.

**AGREEMENT**
**FOR**
**LANDSCAPE ARCHITECTURAL SERVICES**

**THIS AGREEMENT FOR LANDSCAPE ARCHITECTURAL SERVICES** ("Agreement") is made and entered into by and between **Williamson County,** a body corporate and politic under the laws of the State of Texas, hereinafter "County," Williamson County," or "County," and _____, hereinafter "L/A."

**R E C I T A L S**

**WHEREAS,** County desires to update its 2008 Williamson County, Texas Comprehensive Parks Master Plan, hereinafter called the "Project", in order to continue to provide: the framework of orderly and consistent planning and development; detailed facts concerning the community and the County through inventories and research; establish priorities through a community based needs analysis, and through public input; direction with park land acquisition, open space needs, and in development to meet future needs; and meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

**WHEREAS,** the County further desires that the L/A perform certain professional Landscape Architectural Services in connection with the Project; and

**WHEREAS,** the L/A represents that it is qualified and desires to perform such services;

**NOW, THEREFORE,** the County and the L/A, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**TABLE OF ARTICLES**

**1 INITIAL INFORMATION**
**2 L/A's RESPONSIBILITIES**
**3 SCOPE OF L/A's BASIC SERVICES**
**4 ADDITIONAL SERVICES**
**5 OWNER'S RESPONSIBILITIES**
**6 COST OF THE WORK**
**7 COPYRIGHTS AND LICENSES**
**8 CLAIMS AND DISPUTES**
**9 TERMINATION OR SUSPENSION**

**10 MISCELLANEOUS PROVISIONS**
**11 COMPENSATION**
**12 SPECIAL TERMS AND CONDITIONS**
**13 SCOPE OF THE AGREEMENT**

**ARTICLE 1 INITIAL PROJECT INFORMATION**

**§ 1.1** This Agreement is based on the Initial Project Information set forth in this Article 1 or in Exhibit A, if any.

**§ 1.2** The County's anticipated dates for commencement and Substantial Completion of the Work are set forth below:

**.1** Commencement date: February ____, 2017

**.2** Completion date: May 31, 2017

**§ 1.3** The County and L/A may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the County and the L/A shall appropriately adjust the schedule, the L/A's services and the L/A's compensation.

**§ 1.4** The Services covered by this Agreement are subject to a County-approved budget. In the absence of an express provision to the contrary in this Agreement, the L/A shall perform the required services in a manner that will render a Cost of the Work (as defined herein) that does not exceed the most current County-approved budget.

**§ 1.5** L/A represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the Services and perform its obligation under this Agreement and under the Contract Documents. L/A further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, and contract administration of projects of similar or like size, complexity, and nature as the above-described Project; (b) the County is relying on L/A's representation herein that it possesses sufficient skill, knowledge, experience, and ability to fully perform the Services and its obligations under this Agreement; (c) the L/A will assign to this Project qualified individual landscape architects, as required, and experienced personnel to manage those professionals, as needed, to ensure the quality of performance required herein; and (d) the Basic Services Fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

**§ 1.6 Limit of Appropriation**. Prior to the execution of this Agreement, L/A has been advised by County and L/A clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement—that County shall have available the total maximum sum of **$100,000.00** specifically allocated to fully discharge any and all liabilities which may be incurred by County in bringing the Project to an absolute conclusion, resulting in a complete, fully useable Comprehensive Park Master Plan. All fees and compensation of any sort to the L/A and consultants, and any and all costs for any and all things or purposes inuring under or out of this Agreement, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any word, statement or thing contained in or inferred from the preceding provision

of this Agreement which might in any light by any person be interpreted to the contrary. L/A does further understand and agree—said understanding and agreement also being of the absolute essence of this Agreement—that the total maximum compensation that L/A may become entitled to hereunder and the total maximum sum, including any amounts for reimbursable expenses, that County shall become liable to pay to L/A hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of **$100,000.00**.

**ARTICLE 2 L/A's RESPONSIBILITIES**

**§ 2.1** The L/A shall provide the professional services as set forth in this Agreement. The L/A will provide all professional services necessary to complete the Project. The L/A agrees that the Basic Services Fee, stated in Article 11, represents adequate and sufficient compensation for the timely provision of all professional Basic Services necessary to complete the Project and prepare Documents that fully indicate the requirements of the Project. Work, whether or not those Services are individually listed or referred to in this Agreement, the only exceptions being: (1) the cost of those services that are provided by third parties and that are expressly designated herein as being the "County's responsibility" or "County-provided;" and (2) the cost of those consulting services that become necessary as a result of an County-directed change in Project scope affecting the L/A (and that are subject of a written agreement for Additional Services).

**§ 2.2** The L/A shall perform its services consistent with the professional skill and care ordinarily provided by landscape architects) practicing in the same or similar locality under the same or similar circumstances. The L/A shall perform its services expeditiously in accordance with the schedule developed hereunder.

> **§ 2.2.1** The L/A agrees that its Services shall conform to all federal, state, and local statutes and regulations governing its Services and the Project. The L/A agrees that this duty is non-delegable and the L/A, shall be deemed to certify that it has taken reasonable measures to ascertain what codes apply to the Project and has applied them accordingly. Nothing in this Agreement shall be construed to eliminate or diminish the L/A's responsibility for compliance with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged.

**§ 2.3** The L/A shall identify a representative authorized to act on behalf of the L/A with respect to the Project. Once approved by County, the L/A's designated representative shall not be changed without the County's written approval.

**§ 2.4** Except with the County's knowledge and consent, the L/A shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the L/A's professional judgment with respect to the Project.

**§ 2.5 Insurance**. The L/A shall maintain all forms of insurance required below, or by the laws in the State of Texas. In addition to professional liability insurance, the L/A shall also maintain insurance coverage for comprehensive general liability, automobile liability, and workers' compensation by a carrier satisfactory to the County, which carrier shall be licensed to provide such coverage in the State of Texas, on forms and in amounts that are satisfactory to the County. The L/A shall ensure that all of L/A's subconsultants engaged or employed by the L/A carry and

maintain similar insurance covering their respective portions of the Services. The L/A and its subconsultants shall submit proof of such insurance to the County before the submittal of the first invoice to the County, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The County may require that the proof of coverage be in the form of a true and accurate copy of the policies of insurance, themselves. The maintenance of such coverage shall be a condition precedent to County's obligation to pay under this Agreement. The insurance policies shall incorporate a provision requiring written notice to the County at least 30 days prior to any cancellation, or non-renewal.

**.1** General Liability

| | |
|---|---|
| Each Occurrence | $1,000,000 |
| General Aggregate (other than Prod/Comp Ops Liability) | $2,000,000 |
| Products/Completed Operations Aggregate | $2,000,000 |
| Person & Advertising Injury Liability | $1,000,000 |
| Medical | $1,000 |

- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30-day notice of cancellation

**.2** Automobile Liability

| | |
|---|---|
| Any one accident or Loss | $1,000,000 |

- Such coverage shall apply to Owned, Hired, and Non-Owned Automobiles
- Williamson County shall be named as Additional Insured(s)
- Waiver of Subrogation shall apply in favor of Williamson County
- 30 days' notice of cancellation

**.3** Workers' Compensation

| | |
|---|---|
| Workers' Compensation | State Statutory Limits |
| Employer's Liability | |
| Bodily Injury by Accident | $1,000,000 each accident |
| Bodily Injury by Disease | $1,000,000 policy limit |
| Bodily Injury by Disease | $1,000,000 each employee |

- A Waiver of Subrogation shall apply in favor of Williamson County
- 30 Days' Notice of Cancellation

**.4** Professional Liability

| | |
|---|---|
| Each Claim | $2,000,000 |
| General Aggregate | $2,000,000 |

- Any deductibles or self-insured retentions over $75,000 must be declared and approved in writing by Williamson County in advance.

## ARTICLE 3 SCOPE OF L/A'S BASIC SERVICES

**§ 3.1** The L/A shall provide those Basic Services described in Article 3, and 2.1, including the usual and customary services, unless specifically provided elsewhere.

**§ 3.1.1** The L/A shall manage the L/A's services, consult with the County, research applicable criteria, attend Project meetings, communicate with members of the Project team and report progress to the County. L/A shall also participate in any public hearings requested by County and/or the Williamson County Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

**§ 3.1.2** The L/A shall coordinate its services with those services provided by the County. The L/A shall be entitled to rely on the accuracy and completeness of services and information furnished by the County when that information is transmitted by the County to the L/A and is designated by County to be reliable. The L/A shall provide prompt written notice to the County if the L/A becomes aware of any error, omission or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the L/A shall submit for the County's approval a schedule for the performance of the L/A's services. The schedule initially shall include anticipated dates for the Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the County's review, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the County, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the L/A. With the County's approval, the L/A shall adjust the schedule, if necessary as the Project proceeds..

**§ 3.1.4** The L/A shall assist the County in connection with the County's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2** The minimum Basic Services to be provided by the L/A shall be as follows:

**3.2.1** Formulation of a Work-Plan:

**A.** L/A will prepare a work plan and meet with the Williamson County Parks and Recreation Department ("Parks Department") staff to review the work schedule, to discuss information to be provided by the County, to review the public involvement process, and to discuss Project deliverables.

**B.** The work plan shall include a schedule of meetings with Parks Department staff, the public, the Commissioners Court, and it should document deliverable dates.

**3.2.2** Public Involvement Process:

**A.** L/A shall outline a public involvement process and prepare all necessary meeting materials, questionnaires, graphics, etc. and shall participate in at least four (4) public meetings.

**B.** L/A shall analyze and summarize public input received, consider findings during the needs assessment process, and include information relevant to public input in the final master plan report.

**3.2.3** Conduct a needs analysis to reflect the addition of new facilities/parkland and changes in the community since the 2008 Master Plan. Include the 2013 Williamson County Bond Committee recommendations.

**3.2.4** Review and incorporate appropriate items from the following planning documents relevant to the parks and recreation areas/facilities and needs in Williamson County:

**A.** 2001 Williamson County Comprehensive Park Plan
**B.** 2008 Comprehensive Park Master Plan
**C.** Park master plans from the Cities /MUDS in the County (with Park Master Plans)
**D.** Williamson County Trails Master Plan (Gap Analysis)
**E.** Texas State Outdoor Recreation Plan (SCORP)

**3.2.5** Update the Williamson County Parks and Recreation action plan, priorities, phasing, and strategies to reflect the public involvement process and needs analysis (2008 Plan).

**3.2.6** Review current City and socio-economic/demographic information and growth patterns and incorporate new trends and or changes into the Updated Comprehensive Parks Master Plan.

**3.2.7** Provide ten (10) copies of the updated draft of the Comprehensive Parks Master Plan for review by the Commissioners Court.

**3.2.8** Make a presentation to the Commissioners Court on the draft Updated Comprehensive Parks Master Plan document.

**3.2.9** Provide twenty (20) bound copies of the final Updated Comprehensive Parks Master Plan and all plan documents in an acceptable electronic format for County use and reproduction.

## ARTICLE 4 ADDITIONAL SERVICES

**§ 4.1** The County may request Additional Services of the L/A. Additional Services will be requested by the County, and confirmed in writing. Should the County request services that the L/A believes to be outside the scope of Basic Services, the L/A shall, before performing those services, inform the County in writing of the L/A's belief that the services requested are Additional Services and shall provide an estimate in writing to the County of the probable total of the Additional Services fees to be incurred in performing the services requested. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written**

**authorization following County's receipt of the probable total of the Additional Services fees to be incurred in performing the services requested.**

**§ 4.2** Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the L/A, any Additional Services provided in accordance with this Section 4.2 shall entitle the L/A to compensation pursuant to Section 11.3 and an appropriate adjustment in the L/A's schedule. Upon recognizing the need to perform Additional Services, the L/A shall notify the County with reasonable promptness and explain the facts and circumstances giving rise to the need. **The L/A shall not proceed to provide Additional Services until the L/A receives the County's written authorization.**

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the County shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the County's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. L/A and County acknowledge that the information provided is subject to change, but that the Basic Services Fees indicated herein take that change into account.

**§ 5.2** Intentionally Deleted.

**§ 5.3** With respect to any action, decision or determination which is to be taken or made by County with respect to the Project, the County shall identify a representative authorized to take such action or make such decision or determination or the County's representative shall notify L/A in writing of an individual or governing body (i.e. Williamson County Commissioners Court) responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual or governing body for response or action. County may change the designated representative upon written notice to the L/A; and the County may modify the scope of authority of the designated representative in like manner. The County shall render decisions and approve the L/A's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the L/A's services. The County's representative shall not have any right to modify, amend or terminate this Agreement or issue authority to L/A to perform Additional Services unless otherwise granted such authority by the Williamson County Commissioners Court.

**§ 5.4** The L/A shall coordinate its Services and those of its subconsultants with the services provided by the County or County's separate consultants, if any.

**§ 5.5** The County shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the County's needs and interests, where needed for performance of the Work and where the need is not the result, in whole or in part, of the L/A's negligence or failure to perform.

## ARTICLE 6 INTENTIONALLY DELETED

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The L/A and the County warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The L/A hereby assigns to the County, without reservation, all copyrights in all Project-related documents, models, photographs and other expression created by the L/A. Among those documents are certain "Instruments of Service". The County's obligation to pay the L/A is expressly conditioned upon the L/A obtaining a valid assignment of copyrights from its subconsultants in terms similar to those that obligate the L/A to the County as express in this Article 7, which copyrights the L/A, in turn, hereby assigns to County. The County, in return, hereby grants to L/A and its subconsultants a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the L/A's performance of its obligations under this Agreement, to the L/A's archival records, and for the L/A's reproduction of drawings and photographs in the L/A's marketing materials, provided that the Project-related contents of those materials are approved as requested in Section 7.3 of this Agreement. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Agreement by the L/A or upon termination of this Agreement. This nonexclusive license granted in this Agreement to the L/A may be sub-licensed to the L/A's subconsultants (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon L/A's assignment of this nonexclusive license to another or its attempt to do so.

**§ 7.3** The L/A shall obtain similar nonexclusive licenses from the L/A's consultants consistent with this Agreement.

**§ 7.3.1** To the extent that liability arises from misuse of the Instruments of Service by the County or another landscape architect, the L/A shall not be responsible for that misuse.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. No other Project-related data, expression, or documents may be reproduced by the L/A or its consultants for any other purpose without the express written permission of the County.

**§ 7.5** If the County subsequently reproduces Project-related documents or creates a derivative work based upon Project-related documents created by the L/A, the County shall (where permitted or required by law) remove or completely obliterate the original professional's seal, logo, and other indications on the documents of the identity of the L/A or its consultants.

**§ 7.6** The L/A shall maintain the confidentiality of all Project documents and information and shall not publish or in any way disseminate or distribute any Project-related documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written authorization of the County.

**§ 7.7** Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of the County. Under no circumstances shall the L/A release any material or

information developed in the performance of its services hereunder without the express written permission of County.

**§ 7.8** No license is granted by this Agreement or otherwise allowing L/A or its consultants to reproduce, distribute, modify, display or otherwise use County-related marks, logos, and graphics. The Parties agree that marks, logos, and graphics related to County are valuable intellectual property and that misuse or misappropriation of them will damage the County.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

**§ 8.1.1** The County and L/A shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law. The County and L/A waive all claims and causes of action not commenced in accordance with this Agreement.

**§ 8.1.2** To the extent damages are covered by proceeds received by the claimant from property insurance, the County and L/A waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Uniform General Conditions for Williamson County. The County or the L/A, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The County Judge or his/her designee and/or agent as designated by the County Judge (individually or collectively the "County Judge") shall decide any and all questions which may arise as to the interpretation of this Agreement and all questions as to the acceptable fulfillment of this Agreement by the L/A. It is mutually agreed by both parties that the County Judge shall act as referee in all questions arising under the terms of this Agreement between the parties hereto. Nothing contained in this section shall be construed to authorize the County Judge to alter, vary or amend any of the terms or provisions of this Agreement.

### § 8.2 MEDIATION

**§ 8.2.1** The County and L/A shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement.

**§ 8.2.2** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Williamson County, Texas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.3** All disputes not resolved through mediation shall be resolved through litigation in Williamson County, Texas. However, 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.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** The L/A shall give the County 21 days' written notice of the L/A's intention to terminate or suspend the Services under this Agreement. The notice shall detail the L/A's specific reason(s) for its intended termination or suspension and shall state with specificity the means by which the County may cure the alleged reason.

**§ 9.2** If the County fails to make payments to the L/A that are otherwise due hereunder, the L/A shall give the County 14 days' advanced written notice of its intention to suspend Services. If the County fails to either pay or justify its lack of payment in accordance with the terms of this Agreement, L/A may give notice of suspension and suspend the Services five (5) days thereafter. Services shall otherwise be performed continually and expeditiously, including during the pendency of disputes.

**§ 9.3** If the County suspends the Project for more than 90 cumulative days for reasons other than the fault of the L/A, the L/A may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4**. This Agreement may be terminated by the County, with or without cause, for the County's convenience upon not less than seven (7) days' written notice to the L/A. Should the County terminate this Agreement for cause, but that cause be subsequently found to be insufficient to support termination, the termination shall be deemed one of convenience.

**§ 9.5** In the event of termination not the fault of the L/A, the L/A shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

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

**§ 10.2** Terms in this Agreement shall have the same meaning as those in Uniform General Conditions for Williamson County, unless a contrary definition is set forth here or inferable herefrom.

**§ 10.3** The County and L/A, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. The Services to be provided by the L/A are deemed to be personal in nature and the L/A may not assign its interest or obligations under this Agreement without the written consent of the County.

**§ 10.4** If the County requests the L/A to execute certificates, the proposed language of such certificates shall be submitted to the L/A for review. If the County requests the L/A to execute

consents, the L/A shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the L/A for review. The L/A shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or L/A.

**§ 10.6** Unless otherwise required in this Agreement, the L/A shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless the hazardous materials or toxic substances were brought to the Project pursuant to the terms of the Contract Documents. Should the L/A become aware of the presence of hazardous materials or toxic substances on the Project site, it shall immediately report that presence to the County.

**§ 10.7** The L/A shall have the right to include photographic or artistic representations of the design of the Project among the L/A's promotional and professional materials. The L/A shall be given access to the completed Project, when approved by County, to make such representations. However, the L/A's materials shall not include the County's confidential or proprietary information if the County has previously advised the L/A in writing of the specific information considered by the County to be confidential or proprietary.

**§ 10.8** If the L/A or County receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. However, to the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the L/A's Basic Services, the County shall compensate the L/A as follows:

**§ 11.2** For Additional Services designated in Section 4.1, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the County shall compensate the L/A as follows:

A lump sum amount to be agreed upon, in advance, between County and L/A. Alternatively, if approved by County, in advance and in writing, L/A's Additional Services shall be based on the hourly rate provided herein below as Exhibit B.

**§ 11.**4 The hourly billing rates for Additional Services performed by the L/A and the L/A's consultants, if any, are set forth in the attached Exhibit B.

**§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 11.8.1** L/A shall be reimbursed for actual non-labor and subcontract expenses incurred directly related to the Project and in the performance of the services under this Agreement strictly in accordance with the Williamson County Vendor Reimbursement Policy, which attached hereto as Exhibit D and is incorporated herein by reference. Reimbursable Expenses are in addition to compensation for Basic and Additional Services.

**§ 11.8.2** Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and otherwise fully comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to L/A without mark-up.

**§ 11.9** L/A acknowledges that it has reviewed the Williamson County Vendor Reimbursement Policy in advance of executing this Agreement and that L/A hereby agrees to comply with the terms of same.

**§ 11.10 PAYMENTS TO THE L/A**

**§ 11.10.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. On or about the last day of each calendar month during the performance of the L/A's Services, the L/A shall submit a sworn statement to the County's designated representative, along with timesheets detailing hours worked, receipts detailing expenses incurred, and other support documentation, in a form acceptable to County's Auditor, setting forth the Services provided under this Agreement during such calendar month, the compensation due, plus any amounts requested by L/A for Additional Services. In the event that L/A's request includes charges based upon hourly billing rates or other rates based upon the amount of time worked by an individual(s), whether employees of L/A or L/A's subconsultants, the charges shall be accompanied by an affidavit signed by an officer or principal of the L/A certifying that the work was performed, it was authorized by County, and that all information contained in the invoice is true and correct.

**§ 11.10.2**. County's designated representative shall review the L/A's invoices within twenty-one (21) days of receipt and approve them, or request modifications consistent with this Agreement. Once County approves the L/A's invoice, County shall pay same within thirty (30) days after the Williamson County Auditor receives the approved invoice.

**§ 11.10.3** County's payment for goods and services is governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by L/A, County shall notify L/A of the error not later than the twenty first (21st) day after the date County receives the invoice/application for payment. If the error is resolved in favor of L/A, L/A shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by L/A beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the County, L/A 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.

**§ 11.10.4** Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be submitted to the County's designated representative when payment is requested.

**§ 11.10.5 Right to Audit**. L/A agrees to maintain, for a period of seven years, detailed records identifying each individual performing the services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the County Auditor for verification purposes. L/A agrees that County or its duly authorized representatives shall, until the expiration of three 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 L/A which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. L/A agrees that County shall have access during normal working hours to all necessary L/A 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 L/A reasonable advance notice of intended audits.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

**§ 12.1** The L/A shall provide prompt written notice to the County if the L/A becomes aware of any defect or omission in the design of the Project or in the Construction Documents, including but not limited to errors, omissions, or inconsistencies in the L/A's Instruments of Service.

**§ 12.2** L/A AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY L/A, L/A'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH L/A INCLUDING, WITHOUT LIMITATION, L/A'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH L/A EXERCISES CONTROL.

**§ 12.3** L/A FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM L/A'S FAILURE TO PAY L/A'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY L/A.

**§ 12.4** L/A FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY L/A IN THE PERFORMANCE OF THIS CONTRACT.

**§ 12.5** THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT L/A'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM L/A IS NOT LEGALLY LIABLE, L/A'S OBLIGATIONS SHALL BE IN PROPORTION TO L/A'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

**§ 12.6** IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN L/A IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. L/A SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT L/A, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE L/A, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR

SUPPLIERS, OR OTHER ENTITIES OVER WHICH L/A EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

**§ 12.7** Intentionally Deleted

**§ 12.7.1** Intentionally Deleted

**§ 12.8** The Parties 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 will take affirmative steps 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.

**§ 12.9** The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512/305-9000, www.tbae.state.tx.us, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249a. To the extent applicable, the responsible engineer shall sign, seal and date all appropriate engineering submissions to County and shall at all times comply with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the County and the L/A and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both County and L/A, unless such amendment by unilateral action of the County is expressly provided for in this Agreement. Individual handwritten modifications of this Agreement shall be of no effect unless each such modification is initialed by County and L/A.

**§ 13.2** This Agreement is comprised of the following documents listed below:

- **.1** This Agreement for Landscape Architectural Services;
- **.2** Exhibit A: Initial Project Information, if any;
- **.3** Exhibit B: Hourly Rates, if any;
- **.4** Exhibit C: Production Schedule, if any;
- **.5** Exhibit D: Williamson County Vendor Reimbursement Policy

**§ 13.3** This Agreement is not effective until signed by the County and L/A. The County executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court of Williamson County, Texas, so authorizing. The L/A's duly authorized representative acknowledges by his/her signature below that he/she has read and understands the above paragraphs and that L/A has the obligation to ensure compliance with this Agreement by itself and its employees, agents, and representatives.

This Agreement shall be effective as of the date of the last party's execution of this Agreement.

**WILLIAMSON COUNTY, TEXAS (County)**

By: _____
Dan A. Gattis,
Williamson County Judge

Date Signed: _____ _____, 20___

_____ **(L/A)**
(Name of Firm/Entity)

By: _____
(Signature)

Printed Name: _____

Title: _____

Date Signed: _____ _____, 20___

# Exhibit A
# Initial Project Information

## I. General Information

County developed a Comprehensive Park Master Plan in 2001 ("2001 Master Plan"), and again in 2008 ("2008 Master Plan"). Both plans have served the County well in guiding park and trail development, in parkland and open space acquisition, and in obtaining grants. County has determined that it is time to update the existing plan to help guide future direction for the Williamson County Parks and Recreation Department ("Parks Department") and for the County.

## II. The purpose of the Comprehensive Park Master Plan revision is:

**A.** To continue to provide the framework of orderly and consistent planning and development.

**B.** To provide detailed facts concerning the community and the County through inventories and research.

**C.** To establish priorities through a community based needs analysis, and through public input.

**D.** To provide direction with park land acquisition, open space needs, and in development to meet future needs.

**E.** To meet grant requirements from a variety of sources, to include the Texas Parks and Wildlife Department grant program.

## III. Planning Process Goals and Objectives:

**A.** To update the 2008 Master Plan to address current and future needs and services of Williamson County.

**1.** Provide an inventory of all public recreation providers in Williamson County.
**2.** Identify immediate and short-term improvements in parks.
**3.** Identify long term planning for parks, facilities and trails.
**4.** Meet revised program and scoring criteria and format requirements for recreation grant programs administered by the Texas Parks and Wildlife Department.
**5.** To identify practical, cost efficient means of maintaining and upgrading existing parks, facilities, and trails to a prescribed standard and purpose.
**6.** To provide information on History of Williamson County Parks & Recreation, Trends and Best Practices, Mapping, Action Plans, and Management & Implementation of the Master Plan.

**B.** To address the needs for acquiring new park land and open space.

**C.** To develop recreational facilities on both new lands and in existing, operational parks.

**D.** To enlist community interest by encouraging individuals, citizen groups, businesses, and public/private partnerships to identify and secure funds, resources, property, and

**Exhibit A**
**Initial Project Information**

manpower for the development and operation of the Williamson County Parks and Recreation system.

**E.** To provide a strategy and related criteria for private sponsorships of park facilities and related criteria.

**F.** To increase and enhance outdoor recreation opportunities by providing a County system of parks, facilities, trails, preserves, and open space that maximizes the use of resources while complementing Parks and Recreation activities provided by the U.S. Army Corps of Engineers, Cities, and MUD's in the County.

**G.** To have the Williamson County Commissioners Court's endorsed, Updated Comprehensive Park Master Plan complete, in place, and to the Texas Parks and Wildlife Department by May 31, 2017 to meet their grant application submittal deadline.

# Exhibit B
# Hourly Rates

# Exhibit C
# Production Schedule

**Exhibit D**

# Williamson County
# Vendor Reimbursement Policy

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

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

**1. Invoices and Affidavits**

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

**2. Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

**6. Car Rental**

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

**7. Personal Car Usage**

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
7.4 Mileage will be reimbursed on the basis of the most commonly used route.
7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

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

**9. Repayment of Nonreimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties

10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# Question and Answers for Bid #1612-132 - Williamson County Comprehensive Parks Master Plan Professional Services

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |

**Commissioners Court - Regular Session** **52.**

**Meeting Date:** 12/20/2016

Engineering Services with Freese & Nichols for crossing culvert design services RFQ 1607-104

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on awarding RFQ 1607-104 to Freese & Nichols, for Professional Services for the design and replacement of cross culverts.

**Background**

This project is for one of the selected firms to preform engineering services to design cross culverts throughout Williamson County. RFQ 1607-104.

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**Fiscal Impact**

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

**Attachments**

Freese & Nichols contract

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 09:11 AM |
| Purchasing (Originator) | Teri Jeffries | 12/15/2016 10:10 AM |
| Form Started By: Teri Jeffries | | Started On: 12/15/2016 07:30 AM |
| Final Approval Date: 12/15/2016 | | |

# WILLIAMSON COUNTY
# CONTRACT FOR ENGINEERING SERVICES

**FIRM:** **Freese and Nichols, Inc. ("Engineer")**
**ADDRESS:** **10431 Morado Circle, Suite 300, Austin, TX 78759**
**PROJECT:** **Engineering Design Services for Replacement of Culvert Crossings ("Project")**

**THE STATE OF TEXAS** §
§
**COUNTY OF WILLIAMSON** §

**THIS CONTRACT FOR ENGINEERING SERVICES** ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

## ARTICLE 1
## CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

**A. Contract Documents.** The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**B. Project Documents.** In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

## ARTICLE 2
## NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

**A. Non-collusion.** Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**B. Debarment Certification.** Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

**C. Financial Interest Prohibited.** Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

## ARTICLE 3
## ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

## ARTICLE 4
## CONTRACT TERM

**A. Term.** The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization

or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

**B. Work Authorizations.** Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

**C. Commencement of Engineering Services.** After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

## ARTICLE 5
## COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Five Hundred Thousand Dollars ($500,000)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

## ARTICLE 6
## METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. A monthly progress report, as referenced in Article 5 above (in a form acceptable to the County), shall be submitted to Williamson County Department of Infrastructure, to the attention of the Sr. Director of Infrastructure. Such progress report shall provide a summary of the work accomplished during the billing period for each Work Authorization task with an estimated percentage of completion for the task.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the Director of Road & Bridge in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed.[a] Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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[a] *See also,* Art. 32(P) "Termination of Work Authorization".

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

## ARTICLE 7
## PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

**A.** There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

**B.** The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

**C.** There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

**D.** The invoice is not submitted to Williamson County[b] in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

## ARTICLE 8
## COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

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[b] *See* Art. 6, *supra.*

## ARTICLE 9
## PROJECT TEAM

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

Williamson County Dept. of Infrastructure
Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

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

Jerome W. Scanlon, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, TX 78759

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

the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

## ARTICLE 10
## PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

**A.** Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

**B.** Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

## ARTICLE 11
## SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

## ARTICLE 12
## ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

## ARTICLE 13
## CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

## ARTICLE 14
## CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

## ARTICLE 15
## USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE 16
## PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

## ARTICLE 17
## SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

## ARTICLE 18
## REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

**A. Completion.** Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

**B. Acceptance.** County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

**C. Final Approval.** After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

**D. Errors and Omissions.** After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

**E. Disputes Over Classifications.** In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

**F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.**

## ARTICLE 19
## VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

## ARTICLE 20
## TERMINATION

This Contract may be terminated as set forth below.

**A.** By mutual agreement and consent, in writing, of both parties.

**B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

**C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

**D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

**E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

## ARTICLE 21
## COMPLIANCE WITH LAWS

**A. Compliance.** Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

**B. Taxes.** Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

## ARTICLE 22
## INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM AN NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER,

ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

## ARTICLE 23

## ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

## ARTICLE 24
## ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

## ARTICLE 25
## INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

**A. Coverage Limits.** Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

**B. Additional Insureds; Waiver of Subrogation.** County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

**C. Premiums and Deductible.** Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all

matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

**D. Commencement of Work.** Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

**E. Insurance Company Rating.** The required insurance must be written by a company approved to do business in the State or 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.

**F. Certification of Coverage.** Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

**G. No Arbitration.** It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration 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 or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

**H. Subcontractor/Subconsultant's Insurance.** Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

**I. Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   With copy to: Williamson County Dept. of Infrastructure
   Attn: Director of Road & Bridge
   3151 SE Inner Loop, Suite B
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

**J. Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

## ARTICLE 26
## COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

## ARTICLE 27
## SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

## ARTICLE 28
## SEVERABILITY

In the event 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, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## ARTICLE 29
## PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

## ARTICLE 30
## ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer 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 Engineer reasonable advance notice of intended audits.

## ARTICLE 31
## NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Dept. of Infrastructure

Attn: Director of Road & Bridge
3151 SE Inner Loop, Suite B
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

**Engineer:** Jerome W. Scanlon, P.E.
Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, TX 78759

## ARTICLE 32
## GENERAL PROVISIONS

**A. Time is of the Essence.** Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

**B. Force Majeure.** Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**C. Enforcement and Venue.** This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

**D. Standard of Performance.** The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

**E. Opinion of Probable Cost.** Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

**F. Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

**G. Reports of Accidents.** Within 24 hours after Engineer 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 Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, 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 Engineer's performance of work under this Contract.

**H. Gender, Number and Headings.** 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, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

**I. Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

**J. Independent Contractor Relationship.** Both parties hereto, in the performance of this Contract, 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.

**K. No Waiver of Immunities.** Nothing in this Contract 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.

**L. Texas Public Information Act.** To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**M. Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

**N. Meaning of Day.** For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

**P. Termination of Work Authorization.** Should it be determined that the progress in the production of Engineer's services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "C", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed, including potential termination of such Work Authorization by Williamson County. Additionally, if an approved Work Authorization has not been completed by the end of the applicable County fiscal year under this contract and the Williamson County Commissioners Court does not provide for funding through its budgetary oversight for the subsequent County fiscal year, Williamson County reserves the right to terminate such Work Authorization at its discretion.

## ARTICLE 33
## DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

## ARTICLE 34
## EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

**A. Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

**B. Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**D. Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by

the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

**F. Incorporation of Provisions.** The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

## SIGNATORY WARRANTY

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

**IN WITNESS WHEREOF**, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

**COUNTY**

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20_____

**ENGINEER**

Freese and Nichols, Inc.

By _____

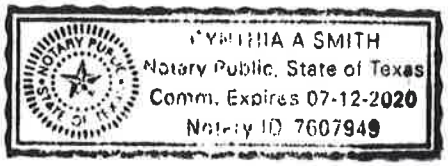
Printed Name: Victor M. Vasquez

Title: Principal

Date: November 22, 2016

SUBSCRIBED and sworn to before me the undersigned authority by Victor Vasquez, he Principal of **ENGINEER**, on behalf of said firm.

_____
Notary Public in and for the
State of Texas




My commission expires: 7/12/20

## LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

# EXHIBIT A
## DEBARMENT 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 Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Freese and Nichols, Inc.
Name of Firm

Signature of Certifying Official

Victor M. Vásquez
Printed Name of Certifying Official

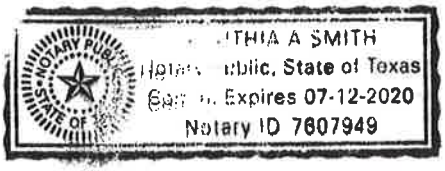
Principal
Title of Certifying Official

November 22, 2016
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Victor Vasquez _____ the Principal _____ of Freese and Nichols, on behalf of said firm.




Cynthia A Smith
Notary Public in and for the
State of Texas

My commission expires: 7/12/20

# EXHIBIT B

## ENGINEERING SERVICES

FNI will provide general consulting services and support to the Engineering Design Services for Replacement of Culvert Crossings Project as requested. Services may include but are not limited to:

1. Providing engineering reviews and floodplain management services for projects in the County as requested. Assistance may include review of development projects, Conditional Letters of Map Revision (CLOMR) submittals, Letters of Map Revision (LOMR) submittals, and hydrologic or hydraulic models (including 2D models).

2. Support staff activities for County projects as requested including developing or reviewing CLOMR/LOMR's, developing hydrologic or hydraulic models, staff augmentation, and/or provide technical expertise and general peer review for County designed projects.

3. Assist County Staff in addressing drainage concerns from County Residents or County Commissioners as requested. Generally, these tasks will include gathering information related to the possible drainage issue/concern including talking to stakeholders, evaluating/analyzing drainage patterns and runoff quantities, and preparing a summary memorandum that documents the issue and analysis. If requested and needed, these tasks may include providing recommendations for drainage improvements, conceptual design analyses, and opinions of probable construction costs.

4. Provide training and/or technical support to County staff as requested.

5. Provide other on-call engineering services as requested by the County.

# EXHIBIT C

## WORK AUTHORIZATION

**(To Be Completed and Executed After Contract Execution)**

**WORK AUTHORIZATION NO. _____**
**PROJECT: _____**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

| ENGINEER: | COUNTY: |
|---|---|
| [Insert Company Name HERE] | Williamson County, Texas |
| By:_____ | By:_____ |
| Signature | Signature |
| _____ | _____ |
| Printed Name | Printed Name |
| _____ | _____ |
| Title | Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

# EXHIBIT D

## RATE SCHEDULE

### COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Three Hundred Six Thousand Seven Hundred Two Dollars and No Cents ($306,702). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

| Position | Rate |
|---|---|
| Professional - 1 (Env. Scientist I-III, Hydrologist I-III, GIS I-III) | 113 |
| Professional - 2 (Engineer I-III, Hydrologist IV, GIS IV) | 137 |
| Professional - 3 (Engineer IV, Env. Scientist IV, Hydrologist V, GIS V, Senior Geologist) | 156 |
| Professional - 4 (Engineer V, Env. Scientist V-VI) | 178 |
| Professional - 5 (Engineer VI, Env. Scientist VII, Hydrologist VI) | 209 |
| Professional - 6 (Engineer VII-VIII, Env. Scientist VIII) | 240 |
| Construction Manager - 1 | 91 |
| Construction Manager - 2 | 117 |
| Construction Manager - 3 | 138 |
| Construction Manager - 4 | 173 |
| CAD Technician/Designer - 1 | 96 |
| CAD Technician/Designer - 2 | 126 |
| CAD Technician/Designer - 3 | 153 |
| Corporate Project Support - 1 | 92 |
| Corporate Project Support - 2 | 111 |
| Corporate Project Support - 3 | 148 |
| Intern/ Coop | 57 |

**Rates for In-House Services**

**Technology Charge**
$8.50 per hour

**Travel**
Standard IRS Rates

**Bulk Printing and Reproduction**

| | B&W | Color |
|---|---|---|
| Small Format (per copy) | $0.10 | $0.25 |
| Large Format (per sq. ft.) | | |
| Bond | $0.25 | $0.75 |
| Glossy / Mylar | $0.75 | $1.25 |
| Vinyl / Adhesive | $1.50 | $2.00 |
| Mounting (per sq. ft.) | $2.00 | |
| Binding (per binding) | $0.25 | |

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

**These rates are subject to annual adjustment. Last Updated February 2015.**

2022015

FNI VMV
OWNER _____

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

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

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

## EXHIBIT E

# Williamson County
# Vendor Reimbursement Policy

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

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

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

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

**3. Meals**

3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

**4. Lodging**

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

**5. Airfare**

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

## 6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

## 7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of

its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

**8. Other Expenses**

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

**9. Repayment of Nonreimbursable Expense.**

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

**10. Non-Reimbursable Expenses**

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

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees
10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies

10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

# EXHIBIT F

## CERTIFICATES OF INSURANCE

## ATTACHED BEHIND THIS PAGE

**Commissioners Court - Regular Session** **53.**

**Meeting Date:** 12/20/2016

Work Authorization for cross culvert designs with Freese & Nichols Engineering RFQ 1607-104

**Submitted For:** Max Bricka **Submitted By:** Teri Jeffries, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Receive and acknowledge the related Work Authorization #1 for Freese & Nichols to begin design engineering services for the cross culvert design and replacement project under RFQ 1607-104.

**Background**

This Work Authorization is for engineering services to design cross culverts throughout Williamson County. RFQ 1607-104.

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**Fiscal Impact**

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

**Attachments**

Work Authorization for Freese & Nichols

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 09:11 AM |
| Purchasing (Originator) | Teri Jeffries | 12/15/2016 10:15 AM |
| Form Started By: Teri Jeffries | | Started On: 12/15/2016 07:43 AM |
| Final Approval Date: 12/15/2016 | | |

**WORK AUTHORIZATION NO. 1**

**PROJECT: On Call Professional Engineering Services**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **December 2016** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Freese and Nichols, Inc.** (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$100,0000.**

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **September 30, 2017**. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this ____ day of _____, 20___.

ENGINEER:

Freese and Nichols, Inc.

By: _____

Signature

Victor M. Vásquez

Printed Name

Principal

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

_____

Printed Name

_____

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

Williamson County Road & Bridge Division personnel will provide project direction, review and oversight.

## Attachment B - Services to be Provided by Engineer

FNI will provide general consulting services and support to the Engineering Design Services for Replacement of Culvert Crossings Project as requested. Services may include but are not limited to:

1. Providing engineering reviews and floodplain management services for projects in the County as requested. Assistance may include review of development projects, Conditional Letters of Map Revision (CLOMR) submittals, Letters of Map Revision (LOMR) submittals, and hydrologic or hydraulic models (including 2D models).

2. Support staff activities for County projects as requested including developing or reviewing CLOMR/LOMR's, developing hydrologic or hydraulic models, staff augmentation, and/or provide technical expertise and general peer review for County designed projects.

3. Assist County Staff in addressing drainage concerns from County Residents or County Commissioners as requested. Generally, these tasks will include gathering information related to the possible drainage issue/concern including talking to stakeholders, evaluating/analyzing drainage patterns and runoff quantities, and preparing a summary memorandum that documents the issue and analysis. If requested and needed, these tasks may include providing recommendations for drainage improvements, conceptual design analyses, and opinions of probable construction costs.

4. Provide training and/or technical support to County staff as requested.

## Attachment C - Work Schedule

Individual tasks under this contract will be initiated by the County. For each task assignment Freese and Nichols will provide a written description of the services to be provided, estimated timeline for completion, and requested deliverables. Freese and Nichols will proceed with the individual tasks upon written task authorization from the County.

# Attachment D - Fee Schedule

## COMPENSATION

Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Three Hundred Six Thousand Seven Hundred Two Dollars and No Cents ($306,702). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

**Schedule of Charges:**

| Position | Rate |
|---|---|
| Professional - 1 (Env. Scientist I-III, Hydrologist I-III, GIS I-III) | 113 |
| Professional - 2 (Engineer I-III, Hydrologist IV, GIS IV) | 137 |
| Professional - 3 (Engineer IV, Env. Scientist IV, Hydrologist V, GIS V, Senior Geologist) | 156 |
| Professional - 4 (Engineer V, Env. Scientist V-VI) | 178 |
| Professional - 5 (Engineer VI, Env. Scientist VII, Hydrologist VI) | 209 |
| Professional - 6 (Engineer VII-VIII, Env. Scientist VIII) | 240 |
| Construction Manager - 1 | 91 |
| Construction Manager - 2 | 117 |
| Construction Manager - 3 | 138 |
| Construction Manager - 4 | 173 |
| CAD Technician/Designer - 1 | 96 |
| CAD Technician/Designer - 2 | 126 |
| CAD Technician/Designer - 3 | 153 |
| Corporate Project Support - 1 | 92 |
| Corporate Project Support - 2 | 111 |
| Corporate Project Support - 3 | 148 |
| Intern/ Coop | 57 |

**Rates for In-House Services**

**Technology Charge**
$8.50 per hour

**Travel**
Standard IRS Rates

**Bulk Printing and Reproduction**

| | B&W | Color |
|---|---|---|
| Small Format (per copy) | $0.10 | $0.25 |
| Large Format (per sq. ft.) | | |
| Bond | $0.25 | $0.75 |
| Glossy / Mylar | $0.75 | $1.25 |
| Vinyl / Adhesive | $1.50 | $2.00 |
| Mounting (per sq. ft.) | $2.00 | |
| Binding (per binding) | $0.25 | |

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost.

**These rates are subject to annual adjustment. Last Updated February 2015.**

2022015

FNI JMV
OWNER _____

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 12/20/2016

Authorize IT Purchases for Hardware & Software from EST Group

**Submitted For:** Max Bricka **Submitted By:** Robert Lerma, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of hardware & software from EST Group for the IT Department, in the amount of $384,669.14, under DIR-SDD-1951 contract.

**Background**

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**Fiscal Impact**

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

**Attachments**

Q1
Q2
Q3
Q4
Q5
Q6

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Robert Lerma | | Started On: 12/15/2016 11:18 AM |
| Final Approval Date: 12/15/2016 | | |

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**Quote Date:** 12/7/2016
**Quotation #:** EST161207-MS1
**Valid Until:** 1/7/2017
**Prepared By:** Michael Scott

**DIR-SDD-1951**

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Quote Summary | | |
|---|---|---|
| **Quote Reference** | **Description** | **Total** |
| 736974939 | PowerEdge R730 Server | $52,281.36 |
| 1-2S3I59B | Foglight | $5,032.20 |
| SWS10108991 | Veeam | $6,480.00 |
| | **Product Subtotal** | **$63,793.56** |
| | **Tax** | **TBD** |
| | **Shipping** | **TBD** |
| | **Total Purchase Price** | **$63,793.56** |

**Group 1**

| ITEM QUANTITY: 2 | UNIT PRICE: $26,140.68 | TOTAL: $52,281.36 |
|---|---|---|
| PowerEdge R730 Server (210-ACXU) | | |
| PE R730/xd Motherboard MLK (329-BCZK) | | |
| Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015) | | |
| Dell Hardware Limited Warranty Plus On Site Service (976-8706) | | |
| ProSupport Plus: 7x24 Next Business Day Onsite Service, 3 Year (976-8728) | | |
| ProSupport Plus: 7x24 HW/SW Tech Support and Assistance,3 Year (976-8729) | | |
| On-Site Installation Declined (900-9997) | | |
| Declined Remote Consulting Service (973-2426) | | |
| vSphere Enterprise Plus 1CPU Lic, 3Y Subscription w/Dwngrd Rights (634-BHBV) QTY - 2 | | |
| PowerEdge R730 Shipping (340-AKKB) | | |
| R730/xd PCIe Riser 2, Center (330-BBCO) | | |
| R730 PCIe Riser 3, Left (330-BBCQ) | | |
| R730/xd PCIe Riser 1, Right (330-BBCR) | | |
| QLogic 57810 Dual Port 10Gb Direct Attach/SFP+ Network Adapter (540-BBCV) QTY - 2 | | |
| QLogic 57810 Dual Port 10Gb Direct Attach/SFP+ Low Profile Network Adapter (540-BBBJ) | | |
| Broadcom 5720 QP 1Gb Network Daughter Card (540-BBBW) | | |
| iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO) | | |

| |
|---|
| OpenManage Essentials, Server Configuration Management (634-BBWU) |
| Chassis with up to 8, 2.5" Hard Drives (350-BBEN) |
| Bezel (350-BBEJ) |
| Performance BIOS Settings (384-BBBL) |
| RAID 1 for H330/H730/H730P (2 HDDs or SSDs) (780-BBJU) |
| PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG) |
| Intel Xeon E5-2698 v4 2.2GHz,50M Cache,9.60GT/s QPI,Turbo,HT,20C/40T (135W) Max Mem 2400MHz (338-BJDX) |
| Intel Xeon E5-2698 v4 2.2GHz,50M Cache,9.60GT/s QPI,Turbo,HT,20C/40T (135W) Max Mem 2400MHz (338-BJED) |
| 32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS) QTY - 16 |
| 2400MT/s RDIMMs (370-ACPH) |
| Performance Optimized (370-AAIP) |
| 300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive (400-AJRU) QTY - 2 |
| No Trusted Platform Module (461-AADZ) |
| Electronic System Documentation and OpenManage DVD Kit, PowerEdge R730/xd (631-AAJG) |
| DVD ROM, SATA, INTERNAL (429-AAPU) |
| ReadyRails Sliding Rails With Cable Management Arm (770-BBBR) |
| Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-ADWS) |
| NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV) QTY - 2 |
| Internal Dual SD Module (330-BBCL) |
| Redundant SD Cards Enabled (385-BBCF) |
| 16GB SD Card For IDSDM (385-BBJL) QTY - 2 |
| No Operating System (619-ABVR) |
| No Media Required (421-5736) |
| VMware ESXi 6.0 U2 Embedded Image on Flash Media (634-BDXD) |
| DIMM Blanks for System with 2 Processors (370-ABWE) |
| Standard Heatsink for PowerEdge R730/R730xd (374-BBHM) QTY - 2 |

**Group 2**

| SOFTWARE & ACCESSORIES | QTY | Unit Price | Total |
|---|---|---|---|
| FOGLIGHT FOR VIRTUALIZATION ENTERPRISE EDITION PER CPU SOCKET LICENSE/MAINT | 4 | $759.05 | $3,036.20 |
| FOGLIGHT FOR STORAGE MANAGEMENT PER CPU SOCKET LICENSE/MAINT | 4 | $499.00 | $1,996.00 |

**Group 3**

| SOFTWARE & ACCESSORIES | QTY | Unit Price | Total |
|---|---|---|---|
| Veeam Availability Suite Enterprise for VMware - Public Sector | 4 | $1,620.00 | $6,480.00 |

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.
EST Group shall invoice upon order with all software and hardware purchases due upon receipt of goods. Services due upon completion.
Net terms are 30 days. All past due payments will incur a 2% per month late fee.

**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**Quote Date:** 12/11/2016
**Quotation #:** EST161209-MS1
**Valid Until:** 1/11/2017
**Prepared By:** Michael Scott

DIR-SDD-1951

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Quote Summary | | |
|---|---|---|
| **Quote Reference** | **Description** | **Total** |
| 3000004582771.3 | SafeNet | $145,460.32 |
| | **Product Subtotal** | **$145,460.32** |
| | **Tax** | **TBD** |
| | **Shipping** | **TBD** |
| | **Total Purchase Price** | **$145,460.32** |

**Group 1**

| SOFTWARE & ACCESSORIES | QTY | Unit Price | Total |
|---|---|---|---|
| Safenet Virtual Keysecure, VMWare, V8.x, Perpetual | 3 | $8,800.00 | $26,400.00 |
| Safenet Keysecure, K250, 3 Year Plus Support | 3 | $10,584.00 | $31,752.00 |
| SafeNet ProtectFile Perpetual License (per host) qty 11-20 | 12 | $3,388.00 | $40,656.00 |
| SafeNet ProtectFile 3-year Plus Maintenance (per host) qty 11-20 | 12 | $2,439.36 | $29,272.32 |
| Safenet Pro Services, Keysecure PS, Incremental Unit For Dell Ordering | 158 | $110.00 | $17,380.00 |

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Net terms are 30 days. All past due payments will incur a 2% per month late fee.
**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**DIR - SDD - 1951**

**Quote Date:** 12/14/2016
**Quotation #:** EST02902
**Valid Until:** 1/14/2017
**Prepared By:** Chris Henderson
**SFDC Deal Id:** 12315025
**Type:** Upgrade
**For System:** 48791 / 48792

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Description | Model Number | Dell SKU | Quantity | Amount | Subtotal |
|---|---|---|---|---|---|
| **Hardware & Drives** | | | | | |
| SC400, 6TB, SAS, 12Gb, 7K HDD | DS-SAS-35-6000X7K-B | | 24 | | |
| Dell Storage SC400 Enclosure, 3.5", 12-bay | EN-SC400-1235 | | 2 | | |
| 12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2 | PA-CBL-12GBSAS-2M-B | | 2 | | |
| C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2 | PA-PC-2M-B | | 2 | | |
| SC400 Bezel | PA-SC400-BEZEL | | 2 | | |
| **Software** | | | | | |
| Storage Center Drive License (one license per drive) | SW-SC-DRIVELICENSE | | 24 | | |
| **Professional Services** | | | | | |
| Certified Business Partner Installation | PS-1003-C | | 1 | | |

| Totals | | Discount Comments | | |
|---|---|---|---|---|
| **Power (Watts):** | 1,200.00 | | Hardware Total | $55,407.63 |
| **Heat (BTUs):** | 4,094.00 | | Software Total | $4,800.00 |
| **Rack Units:** | 4 | | Support Total | $6,550.00 |
| **Weight (Lbs):** | 63 | | Professional Services Total | $1,000.00 |
| **SSD (Raw TB):** | 0 | | **Subtotal** | **$67,757.63** |
| **SAS (Raw TB):** | 144 | | Discount | ($10,750.00) |
| **Total (Raw TB):** | 144 | | ***Grand Total** | **$57,007.63** |

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes
***Support Term: Co-terminus 01/31/2019 (25 months)

EST Group shall invoice upon order with all software and hardware purchases due Net 30 upon receipt of goods. Services due Net 30 upon completion.
All past due payments will incur a 2% per month late fee.
**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**DIR - SDD - 1951**

**Quote Date:** 12/14/2016
**Quotation #:** EST02904
**Valid Until:** 1/14/2017
**Prepared By:** Chris Henderson
**SFDC Deal Id:** 13482365
**Type:** Upgrade
**For System:** 49738 / 49739

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Description | Model Number | Dell SKU | Quantity | Amount | Subtotal |
|---|---|---|---|---|---|
| **Hardware & Drives** | | | | | |
| SC400, 6TB, SAS, 12Gb, 7K HDD | DS-SAS-35-6000X7K-B | | 24 | | |
| Dell Storage SC400 Enclosure, 3.5", 12-bay | EN-SC400-1235 | | 2 | | |
| 12Gb Mini-SAS HD to Mini-SAS HD Opt Cable, 2M, Qty2 | PA-CBL-12GBSAS-2M-B | | 2 | | |
| C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2 | PA-PC-2M-B | | 2 | | |
| SC400 Bezel | PA-SC400-BEZEL | | 2 | | |
| **Software** | | | | | |
| Storage Center Drive License (one license per drive) | SW-SC-DRIVELICENSE | | 24 | | |
| **Professional Services** | | | | | |
| Certified Business Partner Installation | PS-1003-C | | 1 | | |

| Totals | | Discount Comments | | |
|---|---|---|---|---|
| **Power (Watts):** | 1,200.00 | | Hardware Total | $55,407.63 |
| **Heat (BTUs):** | 4,094.00 | | Software Total | $4,800.00 |
| **Rack Units:** | 4 | | Support Total | $6,550.00 |
| **Weight (Lbs):** | 63 | | Professional Services Total | $1,000.00 |
| **SSD (Raw TB):** | 0 | | **Subtotal** | **$67,757.63** |
| **SAS (Raw TB):** | 144 | | Discount | ($10,750.00) |
| **Total (Raw TB):** | 144 | | ***Grand Total** | **$57,007.63** |

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes
***Support Term: Co-terminus 01/31/2019 (25 months)

EST Group shall invoice upon order with all software and hardware purchases due Net 30 upon receipt of goods. Services due Net 30 upon completion.
All past due payments will incur a 2% per month late fee.
**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**DIR - SDD - 1951**

| | |
|---|---|
| **Quote Date:** | 12/14/2016 |
| **Quotation #:** | EST02913B |
| **Valid Until:** | 1/13/2017 |
| **Prepared By:** | Chris Henderson |
| **SFDC Deal Id:** | 12315025 |
| **Type:** | Upgrade |
| **For System:** | 48791 / 48792 |

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Description | Model Number | Dell SKU | Quantity | Amount | Subtotal |
|---|---|---|---|---|---|
| **Software** | | | | | |
| Storage Center Drive License (one license per drive) | SW-SC-DRIVELICENSE | | 6 | | |
| **Professional Services** | | | | | |
| Certified Business Partner Installation - Deployment Verification | PS-1003-C | | 1 | | |
| **Cold Spares** | | | | | |
| SC420, 3.8TB, SAS, 12Gb, RI SSD, CUS | DS-SAS-25-3840XSSDRI-M-BSP | | 6 | | |

| Totals | | Discount Comments | | | |
|---|---|---|---|---|---|
| **Power (Watts):** | 0.00 | | | Hardware Total | $52,000.00 |
| **Heat (BTUs):** | 0.00 | | | Software Total | $1,200.00 |
| **Rack Units:** | 0 | | | Professional Services Total | $0.00 |
| **Weight (Lbs):** | 6 | | | **Subtotal** | **$53,200.00** |
| **SSD (Raw TB):** | 23.04 | | | Discount | ($22,500.00) |
| **SAS (Raw TB):** | 0 | | | Freight | $0.00 |
| **Total (Raw TB):** | 23.04 | | | ***Grand Total** | **$30,700.00** |

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes
***Support Term: Co-terminus 01/31/2019 (25 months)

EST Group shall invoice upon order with all software and hardware purchases due Net 30 upon receipt of goods. Services due Net 30 upon completion.
All past due payments will incur a 2% per month late fee.
**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.

# Williamson County

EST Group
1907 Ascension Blvd.
Suite 100
Arlington, TX 76006
Phone: 817-366-1830
Fax: 817-210-4211

**DIR - SDD - 1951**

| | |
|---|---|
| **Quote Date:** | 12/14/2016 |
| **Quotation #:** | EST02916B |
| **Valid Until:** | 1/13/2017 |
| **Prepared By:** | Chris Henderson |
| **SFDC Deal Id:** | 13482365 |
| **Type:** | Upgrade |
| **For System:** | 49738 / 49739 |

**Bill To:**
Williamson County
710 Main St
Georgetown, TX 78626

| Description | Model Number | Dell SKU | Quantity | Amount | Subtotal |
|---|---|---|---|---|---|
| **Software** | | | | | |
| Storage Center Drive License (one license per drive) | SW-SC-DRIVELICENSE | | 6 | | |
| **Professional Services** | | | | | |
| Certified Business Partner Installation - Deployment Verification | PS-1003-C | | 1 | | |
| **Cold Spares** | | | | | |
| SC420, 3.8TB, SAS, 12Gb, RI SSD, CUS | DS-SAS-25-3840XSSDRI-M-BSP | | 6 | | |

| Totals | | Discount Comments | | | |
|---|---|---|---|---|---|
| **Power (Watts):** | 0.00 | | | Hardware Total | $52,000.00 |
| **Heat (BTUs):** | 0.00 | | | Software Total | $1,200.00 |
| **Rack Units:** | 0 | | | Professional Services Total | $0.00 |
| **Weight (Lbs):** | 6 | | | **Subtotal** | **$53,200.00** |
| **SSD (Raw TB):** | 23.04 | | | Discount | ($22,500.00) |
| **SAS (Raw TB):** | 0 | | | Freight | $0.00 |
| **Total (Raw TB):** | 23.04 | | | ***Grand Total** | **$30,700.00** |

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes
***Support Term: Co-terminus 01/31/2019 (25 months)

EST Group shall invoice upon order with all software and hardware purchases due Net 30 upon receipt of goods. Services due Net 30 upon completion.
All past due payments will incur a 2% per month late fee.
**Orders can be emailed to orders@est-grp.com or faxed to (817) 210-4211 Attn: Patti Spires**

EST Group offers Leasing through Dell Financial Services, please let us know if you would like to include this as an option to this quotation.

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 12/20/2016

Purchase for Road & Bridge Department of a Wheel Loader

**Submitted For:** Max Bricka **Submitted By:** Robert Lerma, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approving the purchase of a wheel loader from Cooper Equipment Co., for Road & Bridge Department, in the amount of $183,490.00, under Buy Board # 515-16 contract.

**Background**

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**Fiscal Impact**

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

**Attachments**

cooper

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Robert Lerma | | Started On: 12/15/2016 11:50 AM |
| Final Approval Date: 12/15/2016 | | |

COOPER EQUIPMENT CO.

17474 Judson Road San Antonio, TX 78247
Phone (210) 657-5151 Fax (210) 657-5871

December 5, 2016

Williamson County Fleet Operations
Mr. Clint Best, Road & Bridge Operations
3151 SE Inner Loop, Suite B
Georgetown, TX 78626
**Attn: Mr. Jeff Ivey, Asst. Director, Road & Bridge**

Clint, Direct: 512.943.3723
Fax: 512.943.3398
Clint, Cell: 512.431.9596
Jeff, Cell: 512.639.0144
cbest@wilco.org
jivey@wilco.org

**BuyBoard Quotation to Williamson County Fleet Services**
***For:* Road & Bridge Department**
***RE: TASB / BuyBoard Contract # 515 - 16; Effective, December 1, 2016***

New, 2016 Kawasaki Model 70Z7 Wheel Loader, Cummins QSB6.7 Diesel Engine, 6.7 L, Tier IV - Final, 168 HP, 31,610 lbs. std. weight, plus all other standard equipment per Model Literature.

**Optional Equipment Included in Quotation**

Back-Up Camera - Heavy Duty, 7" High Mount, LED Monitor w/Sunshade & Color Camera
Ride Control (w/load sensing valve and automatic shut off)
Deluxe Suspension Seat
General Purpose Counterweight
General Purpose Bucket, 3.4 cu. yd., w/Bolt-On Cutting Edge, Quick Coupler Type
Hydraulic Coupler, Fabricated, 416 Interchange, Lines & Control
60" Construction Utility Fork Set, Quick Coupler,
Radial Tires, Set of Four, - Michelin 23.5 R25, L3 Tread

| | |
|---|---|
| **Total List Price, as equipped, above** | **$ 240,804.00** |
| **Less: Board Discount** | **- 36,120.60** |
| **Special Price Concession** | **- 36,042.00** |
| **BuyBoard Sale Amount** | **$ 168,641.40** |
| **Factory Freight, Dealer PDI, Delivery & Training** | **$ 7,800.00** |
| **Total BuyBoard Sale Amount** | **$ 176,441.40** |

Optional Equipment at Customer Discounted Sale Amount

| | |
|---|---|
| **Heavy Counterweight in lieu of General Purpose (additional 720 lbs)** | **$ 2,782.00** |
| **3-Spool Hydraulic Valve, Control Lever & Lines (for extra function)** | **$ 3,867.00** |

**Factory Warranty Coverage:**

| | |
|---|---|
| **Standard Warranty: Two Yrs. / 2,000 Hrs - Full Machine** | $ Standard |
| **3rd Year / 3,000 Total Hours - Power-Train + Hydraulics Coverage** | $ Included |

**Delivery: Approximately 60 Days**

**Submitted by: Rick Chapman** _____ **District Manager, Cooper Equipment Co.**

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 12/20/2016

purchasing

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of hardware from Presidio, for the IT department, in the amount of $122,781.60, under DIR-TSO-2542 contract.

**Background**

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**Fiscal Impact**

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

**Attachments**

presidio

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**Form Review**

Form Started By: Rebecca Clemons Started On: 12/15/2016 04:16 PM

Final Approval Date: 12/15/2016

PRESIDIO
Go DIRect

# QUOTE: 2003116612821-02

DATE: 12/08/2016
PAGE: 1 of 2

**TO:**

Williamson County
Richard Semple
301 SE Inner Loop
Suite 106
Georgetown, TX 78626

rsemple@wilco.org
(p) 512-943-1489

**FROM:**

Presidio Networked Solutions Group, LLC
Brett Marlier
10415 Morado Circle
The Campus Building 1
Suite 320
Austin, TX 78759

bmarlier@presidio.com
(p) 512.961.3958

**Customer#:** WILLI035

**Contract Vehicle:** Texas DIR-TSO-2542 CISCO Branded Product and Related Services

**Account Manager:** Brett Marlier
**Inside Sales Rep:** Greg Hubbard
**Title:** 2960X (qty 60)
**Comments:** ** Ship dates can be pushed out a maximum of 90 calendar days.

| # | Part # | Description | Unit Price | Qty | Ext Price |
|---|---|---|---|---|---|
| **WS-C2960X-48LPS-L** | | | | | |
| 1 | WS-C2960X-48LPS-L | Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base | $1,286.85 | 20 | $25,737.00 |
| 2 | CAB-16AWG-AC | AC Power cord, 16AWG | $0.00 | 20 | $0.00 |
| 3 | PWR-CLP | Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches | $0.00 | 20 | $0.00 |
| 4 | C2960X-STACK | Catalyst 2960-X FlexStack Plus Stacking Module | $274.85 | 20 | $5,497.00 |
| 5 | CAB-STK-E-1M | Cisco FlexStack 1m stacking cable | $23.00 | 20 | $460.00 |
| 6 | CON-SNTP-WSC248SL | SNTC-24X7X4 Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G | $461.66 | 20 for 12 mo(s) | $9,233.20 |
| | | | | **Total:** | **$40,927.20** |
| **WS-C2960X-48LPS-L** | | | | | |
| 7 | WS-C2960X-48LPS-L | Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base | $1,286.85 | 20 | $25,737.00 |
| 8 | CAB-16AWG-AC | AC Power cord, 16AWG | $0.00 | 20 | $0.00 |
| 9 | PWR-CLP | Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches | $0.00 | 20 | $0.00 |
| 10 | C2960X-STACK | Catalyst 2960-X FlexStack Plus Stacking Module | $274.85 | 20 | $5,497.00 |
| 11 | CAB-STK-E-1M | Cisco FlexStack 1m stacking cable | $23.00 | 20 | $460.00 |
| 12 | CON-SNTP-WSC248SL | SNTC-24X7X4 Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G | $461.66 | 20 for 12 mo(s) | $9,233.20 |
| | | | | **Total:** | **$40,927.20** |
| **WS-C2960X-48LPS-L** | | | | | |
| 13 | WS-C2960X-48LPS-L | Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G SFP, LAN Base | $1,286.85 | 20 | $25,737.00 |
| 14 | CAB-16AWG-AC | AC Power cord, 16AWG | $0.00 | 20 | $0.00 |
| 15 | PWR-CLP | Power Retainer Clip For 3560-C, 2960-C and 2960-L Switches | $0.00 | 20 | $0.00 |
| 16 | C2960X-STACK | Catalyst 2960-X FlexStack Plus Stacking Module | $274.85 | 20 | $5,497.00 |
| 17 | CAB-STK-E-1M | Cisco FlexStack 1m stacking cable | $23.00 | 20 | $460.00 |
| 18 | CON-SNTP-WSC248SL | SNTC-24X7X4 Catalyst 2960-X 48 GigE PoE 370W, 4 x 1G | $461.66 | 20 for 12 mo(s) | $9,233.20 |

PRESIDIO™
Go DIRect

**QUOTE:** 2003116612821-02
DATE: 12/08/2016


| | |
|---|---|
| **Comments:** | ** Ship dates can be pushed out a maximum of 90 calendar days. |
| **Total:** | **$40,927.20** |

| | |
|---|---|
| **Sub Total:** | **$122,781.60** |
| **Grand Total:** | **$122,781.60** |

This quote is governed by Terms and Conditions of Texas DIR-TSO-2542 Contract.
State of Texas Vendor ID 17605152499
Standard-Terms-for-Purchase-of-Services or Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
Presidio Networked Solutions Group, LLC
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057

Pursuant to this contract your PO must reflect the following contract:
Texas DIR-TSO-2542
Tax ID# 58-1667655; Size Business: Large; CAGE Code: OKDO5; DUNS#15-405-0959; CEC 15-506005G
Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
Delivery: FOB Terms Dictated by individual PO details

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 12/20/2016

Agreement

**Submitted By:** Wendy Coco, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

**Information**

**Agenda Item**

Discuss, consider, and take appropriate action on exempting Texas Community Supervision Alternatives LLC (TCSA) from the competitive bidding or proposal requirements established by Section 262.024 (a) (7) of the Texas Local Government Code, as the sole source provider of Pre-Trail Intervention Supervision & Monitoring Services, and approving a Service Operations Agreement for Supervision Services for the Williamson County Attorney's Office Pre-Trial Intervention Program between Williamson County and Texas Community Supervision Alternatives LLC (TCSA).

**Background**

**Fiscal Impact**

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

**Attachments**

Agreement

**Form Review**

Form Started By: Wendy Coco Started On: 12/16/2016 09:18 AM

Final Approval Date: 12/16/2016

**SERVICE OPERATIONS AGREEMENT FOR SUPERVISION SERVICES FOR THE WILLIAMSON COUNTY ATTORNEY'S OFFICE PRE-TRIAL INTERVENTION PROGRAM**

This Operations Agreement (the "Agreement") is made and entered into by and between the Williamson County Attorney's Office, acting by and through Williamson County, Texas, a political subdivision of the State of Texas ("DEPARTMENT") and Texas Community Supervision Alternatives, LLC ("VENDOR"), located at 503 South Main Street, Georgetown, Texas 78626.

In consideration of the forgoing, the mutual benefits contemplated hereby and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**APPOINTMENT OF VENDOR AND TERM**

Appointment of VENDOR. In accordance with the terms and conditions set forth herein, and in consideration of the payments hereinafter provided, VENDOR is hereby appointed to provide to DEPARTMENT, and VENDOR hereby agrees to furnish to DEPARTMENT, the services provided for herein.

Term. This Agreement is effective as of the last date of execution herein below and shall continue until September 30, 2017, unless it is terminated earlier pursuant to the provisions hereof (the "initial term"). Following the initial term, this Agreement shall automatically renew for one (1) year terms until either party terminates pursuant to the provision hereof.

**ARTICLE I**
**RATES, MINIMUM REQUIREMENTS, AND STATEMENT OF SERVICES**

1.1 Vendor Rates. DEPARTMENT agrees to make payments to VENDOR for the delivery of services at a rate of $360.00 per six (6) month Pre-Trial Intervention Program participant and $500.00 per twelve (12) month Pre-Trial Intervention Program participant. Fees will be paid for each PTIP participant who signs a PTIP Agreement and are directed to attend a monitoring orientation to begin VENDOR'S monitoring program. VENDOR will retain fees for PTIP participants whose PTIP agreements are revoked for non-compliance before the estimated completion dates of the PTIP agreements. VENDOR agrees to the rates for services listed above.

VENDOR will also provide other supportive services with fees for these services being collected directly from PTIP participants. The DEPARTMENT is not responsible for fees related to these services. Other supportive services include the following:

a. Random urinalysis drug testing at a rate of $35.00 per urinalysis screening.

b. "Diversion Opportunity Class: Making the Best of a Poor Choice," which is an eight (8) hour program designed to meet four times with sessions being two hours in

length. Cost to PTIP participant is $50.00 per session or a one-time fee of $175.00 if paid at the start of the first session.

1.2 Services. VENDOR shall, in accordance with the terms of this Agreement and the "TCSA Proposal for PTIP Monitoring" (Exhibit "A"), provide all necessary personnel, equipment, materials, supplies, facilities, and services (except those provided by DEPARTMENT as specified in writing in this Agreement) and do all things necessary for, or incidental to, the provisions of the services listed as follows:

a. Pre-Trial Intervention Program monitoring

b. Random urinalysis testing

c. Diversion Opportunity Class facilitation

Services will be conducted as described in the document titled "TCSA Proposal for PTIP Monitoring," dated November 20, 2016 and attached hereto as Exhibit "A."

1.3 Performance Measures. VENDOR shall comply with the performance measures included in this Agreement to assist PTIP participants in changing their behavior and become productive, contributing members of society by leading a life free of crime. Performance measures, along with applicable adjustments, are as follows:

a. Maintain and provide to DEPARTMENT a PTIP participant roster which documents the start date, completion date, and reason for termination (if applicable).

b. DEPARTMENT can negotiate with VENDOR during the term of this Agreement to establish new performance measures or evaluation criteria that both parties agree reflect quantity or quality of service.

1.4 Referrals. DEPARTMENT retains control over PTIP participants referred to VENDOR for the provision of services. If a PTIP participant is determined to be in need of additional or different services, the PTIP participant shall be referred back to DEPARTMENT for further action. The process by which this action will occur is addressed in the "Operations Plan."

1.5 Court Testimony. VENDOR agrees to provide testimony in court, if required, at no additional cost to DEPARTMENT.

## ARTICLE II
## REPRESENTATIONS AND WARRANTIES

VENDOR represents and warrants to and for the benefit of DEPARTMENT with the intent that DEPARTMENT rely thereon for the purposes hereof, the following:

2.1 Legal Status. VENDOR is a validly organized and constituted sole proprietorship or partnership in the jurisdiction in which it is formed and in good standing therein; or, is a corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated and in good standing therein; or, is a limited liability company duly formed and validly existing under the laws of the jurisdiction in which it is formed and in good standing therein. VENDOR is duly qualified to conduct business in the State of Texas. VENDOR has legal power and authority to own or lease its properties and conduct its business as presently conducted.

2.2 Authorization. The making and performance of this Agreement have been duly authorized by all necessary action and will not violate any provision of current law or VENDOR'S charter or by-laws. This Agreement has been duly executed and delivered by VENDOR and, assuming due execution and delivery by DEPARTMENT, constitutes a legal, valid, and binding agreement enforceable against VENDOR in accordance with its terms.

2.3 Taxes. VENDOR has filed all necessary federal, state, and foreign income and franchise tax returns and has paid all taxes as shown to be due thereon, including penalties and interest, or provided adequate reserves for payment thereof, except to the extent that same have become due and payable but are not yet delinquent, and except for any taxes and assessments of which the amount, applicability, or validity is currently being contested in good faith by appropriate proceedings.

2.4 No Child Support Owing. In accordance with 231.006 Texas Family Code, no person who is the sole proprietor, a partner, a shareholder, or an owner of twenty-five percent (25%) or more of VENDOR and who is now more than thirty (30) days delinquent in paying court ordered approved child support may receive payment from state funds under a contract. Under Section 231.006 Texas Family Code, VENDOR certifies that it is not ineligible to receive the payments and acknowledges that this Agreement may be terminated and payments may be withheld if this certification is inaccurate.

2.5 Use of Payments. No part of the payments made to VENDOR will be expended for any consultant fees, honorariums, or any other compensation to any employee of DEPARTMENT.

2.6 Non-Discrimination. In the performance hereof, VENDOR warrants that it shall not discriminate against any employee, subcontractor, or PTIP participant on account of race, color, handicap, religion, sex, national origin, age, or those who have or are perceived to have a handicap because of AIDS or HIV infection, antibodies to HIV, or infection with any other probably causative agent of AIDS. VENDOR shall include the provisions of this paragraph regarding non-discrimination in each of its contracts with subcontractors so that such provisions will be binding upon each subcontractor.

2.7 Non-Collusion. VENDOR warrants that no person, other than a bona fide employee, has been employed to solicit or secure this Agreement with DEPARTMENT, and VENDOR has not paid or agreed to pay any person, other than a bona fide employee, any fee, commission, percentage, or brokerage fee, gift or any other consideration, contingent upon or resulting from the execution hereof. For breach or violation of this provision, DEPARTMENT shall have the right to terminate this Agreement without liability, or at its discretion to deduct from payments, or otherwise recover, the full amount of such fee, commission, brokerage fee, gift, or contingency fee.

## ARTICLE III
## GENERAL CONDITIONS

3.1 Health and Safety. VENDOR shall ensure that adequate measures are taken to protect the health and safety of each PTIP participant while receiving services.

3.2 Staff Training. VENDOR shall ensure that all staff providing direct services receive continuing education and training as needed or required and that such education and training is documented.

3.3 Duties and Obligations. VENDOR shall provide the services in compliance with applicable federal and state law, including all constitutional, legal, and court-ordered requirements, whether now in effect or hereafter effected or implemented, and in accordance with the Operational Plan, if required. The Operational Plan shall contain procedures for assumption of services by DEPARTMENT in the event of VENDOR'S bankruptcy or inability to perform its duties hereunder.

3.4 Visitation by State Employees. VENDOR shall at all times allow employees or agents of the Governor, members of the Legislature and all other members of the Executive and Judicial branches of the State of Texas, the Contract Monitor, and any other persons designated by DEPARTMENT and/or the Texas Board of Criminal Justice to monitor the delivery of services and contract compliance of VENDOR.

3.5 No Subcontractors. No subcontractor may be utilized by VENDOR unless DEPARTMENT has furnished prior written approval.

3.6 Placement of Defendants. DEPARTMENT shall have sole authority to assign and transfer PTIP participants to and from the facility or program and, as appropriate, may specify services for any such PTIP participants during the term of this Agreement.

3.7 Confidentiality. When applicable, records of identity, diagnosis, prognosis, or treatment of any Defendant through this Agreement shall be confidential and may be disclosed only in accordance with applicable laws. No information may be released without the PTIP participant's written consent as documented by a signed information release form. VENDOR shall notify department in writing if any legal process requires disclosure of a

PTIP participant's record and shall obtain written acknowledgment of same from DEPARTMENT'S authorized representative.

3.8 Termination at Will. Either party may terminate this Agreement for any reason whatsoever, without cause and at any time, by furnishing to the other party thirty (30) days prior written notice. DEPARTMENT'S only obligation for terminating this Agreement pursuant to this section shall be the payment to VENDOR of payments earned up to the date of termination. VENDOR's only obligation for terminating this Agreement pursuant to this section shall be to provide services until the date of termination. Neither VENDOR nor DEPARTMENT shall be entitled to any other compensation.

3.9 Termination for Cause. DEPARTMENT may terminate this Agreement with VENDOR for cause if there exist behavior or conduct on the part of VENDOR that constitute a violation of a standard of conduct as described in the "Standards of Conduct" listed below. Violation of any of these standards of conduct could lead to the immediate termination of this Agreement between DEPARTMENT and VENDOR. DEPARTMENT shall inform VENDOR of any alleged violation(s) of the standards within two (2) working days of learning of them. VENDOR can refute or challenge the allegations and shall provide written notice of this to the Director of DEPARTMENT within two (2) working days of receiving the notice. VENDOR not responding to the allegations within two (2) working days will be construed as waiving this meeting and will lead to the immediate termination of this Agreement. The decision concerning the termination of this Agreement lies with the Director of DEPARTMENT or his official designate. lf VENDOR is alleged to have violated any of the standards of conduct they may agree to terminate this Agreement immediately by providing written notice of this to the DEPARTMENT Director.

3.9.1 Standards of Conduct. In addition to VENDOR'S general duty to provide services in a professional manner, the following acts by VENDOR or VENDOR'S service providers are specifically prohibited and shall constitute a violation of these rules:

a. VENDOR or VENDOR'S service providers shall not provide services, interact with individuals receiving services, or perform any job duties while under the influence or impaired by the use of alcohol, or mood altering substances, including prescription medications not used in accordance with a physician's order.

b. VENDOR or VENDOR'S service providers shall not commit an illegal, unprofessional or unethical act (including acts constituting abuse, neglect, or exploitation).

c. VENDOR or VENDOR'S service providers shall not assist or knowingly allow another person to commit an illegal, unprofessional, or unethical act.

d. VENDOR or VENDOR'S service providers shall not falsify, alter, destroy or omit significant information from required reports and records or interfere with their preservation.

e. VENDOR or VENDOR'S service providers shall not retaliate against anyone who reports a violation of these rules or cooperates during a review, inspection, investigation, hearing, or other related activity. The Service Provider shall also not retaliate against or make derogatory comments about DEPARTMENT or any of its employees during the pendency of an investigation.

f. VENDOR or VENDOR'S service providers shall not interfere with Department reviews, inspections, investigations, hearings, or related activities. This includes taking action to discourage or prevent someone else from cooperating with the activity.

g. VENDOR or VENDOR'S service providers shall not enter into a personal or business relationship of any type with a PTIP participant receiving services until at least two years after the last date a PTIP participant receives services from the Service Provider.

h. VENDOR or VENDOR'S service providers shall not discourage, intimidate, harass, or retaliate against PTIP participants who try to exercise their rights or file a grievance.

i. VENDOR or VENDOR'S service providers shall not restrict, discourage, or interfere with any communication with law enforcement, an attorney, or with an agency for the purposes of filing a grievance.

j. VENDOR or VENDOR'S service providers shall not allow unqualified persons or entities to provide services.

k. VENDOR or VENDOR'S service providers shall not be arrested for any criminal offense against the laws of the State of Texas or the United States.

3.10 Record Retention. All records shall be the property of DEPARTMENT. All records (electronic or paper) pertinent to the provisions of services hereunder shall be retained by VENDOR for a period of five (5) years with the following qualification: If any audit, litigation or claim is started before the expiration of the five-year period, the records shall be retained until all audits, litigation, claims, or other findings involving the records have been resolved. The retention period for all records begin after DEPARTMENT has made the final payment in accordance with this Agreement. At the end of the five-year period, VENDOR will request disposition instructions from DEPARTMENT.

**ARTICLE IV**
**ADMINSTRATION AND FISCAL SYSTEM**

4.1 Administrative Controls. VENDOR shall establish, document and maintain adequate administrative, financial, and internal controls to ensure that only allowable and reasonable costs are expended under this Agreement.

4.2 Governing Board and Responsibility. The appropriate governing board or entity of VENDOR shall bear full responsibility for the integrity of the services provided, including compliance with applicable federal and state laws and regulations. Ignorance of any of this Agreement's provisions or other requirements contained herein shall not constitute a defense or basis for waiving or appealing such provisions or requirements.

4.3 Conflict of Interest. VENDOR shall not refer PTIP participants for additional services without prior written approval of DEPARTMENT. VENDOR shall develop and implement written internal policies that may be reviewed by DEPARTMENT to ensure that members of the governing board, contractual personnel, consultants, volunteers, and employees do not use their positions with VENDOR for a purpose that is, or gives the appearance of being, motivated by a desire for personal gain or gain by a family member.

4.4 Remunerations. Staff of VENDOR shall not pay or receive any commission, consideration, or benefit or any kind related to the referral of a PTIP participant for treatment or engage in fee-splitting with other professionals.

4.5 Audits. VENDOR agrees to furnish DEPARTMENT with such information as may be required relating to the services rendered hereunder. VENDOR shall permit DEPARTMENT to audit and inspect records and reports and to evaluate the performance of services at any time. VENDOR shall provide reasonable access to all the records, books, reports, and other necessary data and information needed to accomplish review of program activities, services, and expenditures, including cooperation with DEPARTMENT in its performance of random or routine audits to determine the accuracy of VENDOR reports.

In addition to DEPARTMENT's audit rights, VENDOR agrees that the Williamson County Auditor or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of VENDOR which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. VENDOR further agrees that that the Williamson County Auditor or its duly authorized representatives shall have access during normal working hours to all necessary VENDOR facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The Williamson County Auditor or its duly authorized representatives shall give VEDNOR reasonable advance notice of intended audits.

4.6 Disclosure. VENDOR is required to immediately or timely, as the case may be, disclose to DEPARTMENT the following:

a. If any person who is an employee or director of VENDOR is required to register as a lobbyist under Texas Government Code Chapter 305, at any time during the term hereof, VENDOR shall provide to DEPARTMENT timely copies of all reports filed with the Texas Ethics Commission as required by Chapter 305.

b. If any Person who is an employee, subcontractor, or director of VENDOR is or becomes an elected official (i.e., an elected or appointed state official or member of the judiciary, or a United States congressman or senator), during the term hereof.

c. Report any actions or citations by federal, state, or local governmental agencies that may affect VENDOR'S licensure status or its ability to provide services hereunder.

4.7 Withhold Payments. DEPARTMENT may withhold Payments for any ineligible claims including inadequate or untimely monthly invoices until such time as the ineligible, inadequate, or untimely claim is resubmitted and/or corrected by VENDOR. VENDOR agrees to return any unearned amounts paid by DEPARTMENT within thirty (30) days following the final date of the contact period, or at DEPARTMENT'S option, within thirty (30) days following DEPARTMENT'S delivery to VENDOR a notice that mounts paid are to be returned to DEPARTMENT.

4.8 Accounting Records. VENDOR agrees to maintain a separate accounting or bookkeeping system specifically isolating the revenue and expenditures associated with this Agreement in accordance with fund accounting principles.

4.9 Payments to VENDOR. VENDOR shall submit monthly invoices (in writing or electronically) as required herein (by the fifth day of each month). As a part of VENDOR's invoice, VENDOR will provide an itemized list of services performed during the invoice period, including the names of all PTIP participants served, the service provided, and the amount of time rendered with each. DEPARTMENT's payment for goods and services under this Agreement 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 DEPARTMENT receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%);

and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by VENDOR, DEPARTMENT shall notify VENDOR of the error not later than the twenty first (21st) day after the date DEPARTMENT receives the invoice. If the error is resolved in favor of VENDOR, VENDOR shall be entitled to receive interest on the unpaid balance of the invoice submitted by VENDOR beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the DEPARTMENT, VENDOR 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.

## ARTICLE V
## DEFAULT AND TERMINATION

5.1 Default by VENDOR. Each of the following shall constitute an event of default on the part of VENDOR:

a. A material failure to keep, observe, perform, or comply with any covenant, term or provision hereof, which failure continues for a period of twenty (20) days after receipt of VENDOR of written notification thereof.

b. Admit in writing its inability to pay its debts;

c. Make a general assignment for the benefit of creditors;

d. Suffer a decree or order appointing a receiver or trustee for it or substantially all of its property, and, if entered without its consent, same is not stayed or discharged within (60) days of such decree or order;

e. Suffer filing under any law relating to bankruptcy, insolvency, or the reorganization for relief of debtors by or against it and, if contested by it, not to be dismissed or stayed within sixty (60) days of such filing;

f. Suffer any judgment, writ of attachment or execution, or any similar process issued or levied against a substantial part of its property that is not released, stayed, bonded, or vacated within sixty (60) days after such issuance or levy;

g. The discovery by DEPARTMENT that any statement, representation of warranty in this Agreement is false, misleading, or erroneous in any material respect.

5.2 Remedy of DEPARTMENT. Upon the occurrence of an event of default by VENDOR, DEPARTMENT shall notify VENDOR of such event of default, and subject to the timing

provisions of Section 5.1 hereof, DEPARTMENT shall have the right to pursue any remedy it may have at law or in equity, including, but not limited to,

a. Suspend referral of PTIP participants;

b. Suspend payment;

c. Taking action to cure the event of default, in which case DEPARTMENT may offset against any Payments owed to VENDOR all reasonable costs incurred by DEPARTMENT in connection with its efforts to cure such event of default; and

d. Termination and removal of VENDOR as provider of services. In the event of VENDOR'S removal due to an event of default, DEPARTMENT shall have no further obligations to VENDOR after such removal and in such event, VENDOR agrees to cooperate with DEPARTMENT regarding a transition to new provider of services.

5.3 Default by DEPARTMENT. The following shall constitute an event of default on the part of DEPARTMENT: failure by DEPARTMENT to pay within thirty (30) days after payment is due any payment required to be paid pursuant to the terms of this Agreement, provided such failure to pay shall not constitute an event of default if the Comptroller of the State of Texas has withheld any payments pursuant to statutory authority.

5.4 Remedy of VENDOR. Upon an Event of Default by DEPARTMENT, VENDOR'S sole remedy shall be to terminate this Agreement. Upon such termination, VENDOR shall be entitled to receive payment from DEPARTMENT for all services satisfactorily furnished hereunder up to and including the date of termination.

5.5 Agreement Subject to Availability of Funds. This Agreement will be subject to the availability of funds appropriated by the State Legislature and/or Williamson County, Texas. If such funds become reduced or unavailable, this Agreement shall be subject to immediate notification, reduction, or termination.

## ARTICLE VI
## INSURANCE AND INDEMNIFICATION

6.1 Insurance. VENDOR shall provide an adequate plan of insurance that provides:

a. Coverage to protect DEPARTMENT and the State against all claims, including claims based on violations of civil rights arising from the services performed by VENDOR;

b. Coverage to protect the State from actions by a third party against VENDOR or any subcontractor of VENDOR; and

c. Coverage to protect the State from actions by officers, employees, or agents of VENDOR or any subcontractor(s).

VENDOR shall maintain the following insurance coverage in full force and effect for the mutual protection and benefit of DEPARTMENT, the State, and VENDOR with the amounts and coverages as required by law, in accordance with the following:

a. Claims that may arise out of or result from VENDOR'S actions/operations hereunder, whether such actions/operations are by VENDOR or by a subcontractor of VENDOR, or by anyone directly or indirectly employed by or acting on behalf of VENDOR or a subcontractor where liability may arise for:

    i. Claims under worker's compensation disability benefits, and other similar employee benefit actions;
    ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of any VENDOR employees;
    iii. Claims for damages because of bodily injury, sickness or disease or death of any Person other than VENDOR'S employees;
    iv. Claims for damages insured by usual personal liability coverage that are sustained by any person as a result of an act directly or indirectly related to the employment of such Person by VENDOR, or by any other person;
    v. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
    vi. Claims for damages based on violations of civil rights;
    vii. Claims for damages arising from fire and lightning and other casualties;

b. VENDOR shall obtain and maintain in force insurance coverage in accordance with all applicable law and accepted industry standards during the term they are engaged hereunder. In addition, VENDOR shall maintain a liability insurance policy in an amount not less than $100,000 for each person and $100,000 for each single occurrence for bodily injury or death and $300,000 for each single occurrence for injury to or destruction of property.

6.2 Indemnification.

a. INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, DEPARTMENT AND THEIR 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 VENDOR, 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 PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR 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.

b. INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, DEPARTMENT AND THEIR 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 VENDOR 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.

## ARTICLE VII
## INDEPENDENT CONTRACTOR

8.1 Status. VENDOR is associated with DEPARTMENT only for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, VENDOR is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for DEPARTMENT whatsoever with respect to the indebtedness, liabilities, and obligations of VENDOR or any other party.

8.2 Tax Liability. VENDOR shall be solely responsible for (and DEPARTMENT shall have no obligation with respect to) payment of all federal income, F.I.C.A, and other taxes owed or claimed to be owed by VENDOR, arising out of VENDOR'S association with DEPARTMENT pursuant hereto, and VENDOR shall indemnify and hold DEPARTMENT harmless from and against any and all liability from all losses, damages, claims, costs, penalties, liabilities, and expenses howsoever arising or incurred because of, incident to, or otherwise with respect to any such taxes.

## ARTICLE VIII
## MISCELLANEOUS PROVISIONS

8.1 Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

8.2 Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

8.3 Prohibition Against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties.

8.4 Laws of Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Williamson County, Texas.

8.5 Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty-eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid.

8.6 Entirety of Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless attached hereto and/or embodied herein.

8.7 Amendment. No changes to this Agreement shall be made except upon writing agreement of both parties.

8.8 Headings. The headings used herein are for convenience or reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

8.9 Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall together constitute but one and the same instrument.

8.10 Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement including the Exhibits attached hereto and incorporated herein by reference to be executed as of the last date of execution below.

EXECUTED in Williamson County, Texas, by:

Williamson County, Texas

_____ _____

**DAN A. GATTIS** Date
Williamson County Judge

The Williamson County Attorney's Office ("DEPARTMENT")

_____ _____

**DEE HOBBS** Date
Williamson County Attorney

Texas Community Supervision Alternatives, LLC ("VENDOR")

_____ _____

**DEAN P. EDDY** Date
Managing Partner, TCSA

**Texas Community Supervision Alternatives, LLC**
503 S. Main Street, Georgetown, Texas 78626
www.txsupervision.org

## Proposal of Pre-Trial Intervention Services
## For the Williamson County Attorney's Office

The items below are presented as an out-line of services and processes in which Texas Community Supervision Alternatives, LLC (TCSA) will provide for the Williamson County Attorney's Office.

1. **Texas Community Supervision Alternatives, LLC (TCSA) will monitor Pre-Trial Intervention (PTI) Participants who have entered into a PTI agreement with the Williamson County Attorney's Office (CA). Components of monitoring services will include the following:**

   a. Perform a Group Orientation as needed no less than two times per month (approximately every other week) in Georgetown, Texas. More frequent orientations will be conducted if attendance at orientations regularly become more than 15 Participants. The purpose of this orientation will be to confirm that PTI Participants have a thorough understanding of their obligations and commitments which will assist them in being successful on PTI. During the orientation, Participants will be provided information and referrals to assist with reporting requirements and with completion of all other conditions of PTI. During the orientation, PTI Participants will be provided with an information folder to help keep records of their PTI requirements. CA will provide TCSA with notice, via email, that a Participant has been directed to contact TCSA to schedule an orientation. TCSA will provide CA with an information handout which will assist in coordinating this effort. TCSA will provide, via email, a Breach of Contract if a Participant fails to attend the orientation as agreed and directed.

   b. Facilitate a Participant Reporting System. Participants will be required to report electronically at minimum one time per month between the 1st and 15th. Other "face to face" reporting will be required and conducted on an as needed basis. Participant Reporting information will include: Any changes in address/contact information/ or, employment; report of any law enforcement contact; report of any violations of PTI; report of any substance use; report of completion and/or progress on conditions of PTI; and, report of any difficulties being successful with PTI. Participants will also be provided with an opportunity to ask for assistance with any challenges related to PTI success. As requested by CA, "face to face" reporting will be substituted for electronic reporting on a case by case basis for individuals with extenuating specific needs which hinder them from reporting electronically.

   c. Breach of Contracts will be sent to a CA representative on the same day as noncompliance is observed and confirmed.

   d. Monthly Caseload Summary Reports will be sent to CA representative by the 5th of each month. The reports may be tailored as requested. The PTI Caseload Summary Report will include, but is not limited to: Participant name; PTI start date; PTI projected completion date; status of "in compliance" or "Breach of Contract sent to CA". Data from the monthly report will be collected and maintained to assist with the success rate of the PTI program.

   e. Compliance Notices will be sent to a CA representative within three working days before a Participant's anticipated completion date.

f. TCSA will maintain open level of communication with the CA and will provide supportive services to CA as needed in the areas of consultation and court testimony.

g. TCSA will maintain documentation of all aspects of monitoring and will provide to CA as requested. TCSA will maintain a list of all Participants to assist with verify repeat Participants.

h. CA will pay TCSA $360 for each 6 month PTI Participant who is referred to orientation. CA will pay TCSA $500 for each 12 month PTI Participant who is referred to orientation. TCSA will submit an invoice, via email, by the 5th of each month for the previous month. CA will pay submitted invoices within 15 days of receipt.

**2. TCSA will make available and maintain a "Random Substance Use Screening Program" for all PTI Participants.**

a. PTI Participants will be required to submit to random Urinalysis Substance Screening (UA) and show no signs of illegal substance or alcohol use. TCSA will coordinate with CA to determine the frequency and number of UA's. This may be decided on Risk/Need level and past substance abused. TCSA will seek prior approval before requiring a Participant to submit to UA's more than one time per 30 day period. On average, Participants will submit to 2 to 3 UA's while on a 6 month monitoring period.

b. Screenings will be scheduled by TCSA in blocks of time with PTI Participant being given 24 hour notice of the need to submit to the UA. A Participant will be allowed to submit a UA at an approved lab vs. submitting a UA to TCSA. Participants will be responsible for providing TCSA with results of a UA if conducted at a facility other than TCSA.

c. Screenings will be conducted at a designated TCSA location in Georgetown, Texas.

d. The UA results will be maintained within the PTI monitoring documentation and the CA will be notified of any admission of use and/or results of UA showing signs of illegal substance use or alcohol use.

e. If a PTI Participant fails to submit to a UA as requested, CA will be notified via a Breach of Contract.

f. Screenings conducted by TCSA showing "positive" for an illegal substance or alcohol will be sent to a lab for detailed confirmation if the PTI Participant disagrees with the results. A $50 lab fee will be paid by the Participant. If the results are received as a "false positive", the Participant will be reimbursed the $50 lab fee.

g. TCSA will follow internal procedures and processes which help to provide accurate and creditable results of the Substance Use Screenings.

h. TCSA will utilize a six panel test to evaluate for the following: marijuana (THC), methamphetamine, amphetamine, cocaine, opiates, and alcohol. If a substance of choice is not included within this panel, the sample may be sent to a lab for testing of other substances. The six panel screening test instrument includes technology to assist with preventing the falsification of a sample.

i. This program is paid by the PTI Participant, directly to TSCA, at a rate of $15 per UA while being monitored. PTI Participants will be provided with a receipt at time of payment.

**3. TCSA will consult with CA as requested in reference to Educational Programing as well as other therapeutic requirements and overall processes. Consultation will be provided in an effort to assist success with both Participants as well as the Pre-Trial Intervention Program.**

4. **TCSA will make available a PTI applicant screening assessment process as requested by CA. TCSA will provide an assessment which is evidence based and helps to determine specific risk and needs. The cost of this assessment will be agreed upon by both parties.**

5. **Additional Information concerning TCSA:**

   a. TCSA will maintain liability insurance.

   b. TCSA monitoring agents will meet minimum educational and training requirements of that of a Community Supervision and Corrections Officer.

   c. TCSA monitoring agents will comply with the code of ethics established for Community Supervision Officers as published March, 2015 by The Texas Department of Criminal Justice Community Justice Assistance Division within "Standards for CSCD" – Link: http://www.tdcj.state.tx.us/documents/cjad/CJAD_Standards_CSCDs.pdf

   d. TCSA monitoring agents will have advanced experience in the area of Community Supervision and will have specialized training as needed.

   e. TCSA management will maintain quality assurance policies and practices for all monitoring services.

   f. TCSA will maintain a secure and backed up software system for all monitoring documentation.

   g. TCSA will comply with all aspects of a vendor's agreement as negotiated with the referring agency.

This is a draft proposal and all elements are open for discussion and clarification. TCSA is committed to providing a supportive role and assist in the development and operation of a successful Pre-Trial Intervention Program. Please contact me with questions and/or assistance as needed. My best contact number is 512-423-7029 (personal cell) and email is deddy@txsupervision.org.

Respectfully Submitted,

Dean Eddy, MA, LPC-S, LSOTP-S
Texas Community Supervision Alternatives, LLC (TCSA)
Managing Partner
Personal Cell: 512-423-7029
Email: deddy@txsupervision.org
Web-site: www.txsupervision.org

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 12/20/2016

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) Project Fiji
e) Leander Medical Center
f) Project Monkey
g) Kalahari
h) St. David's

### 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 | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 11:07 AM |
| Final Approval Date: 12/15/2016 | | |

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 12/20/2016

Executive Session

**Submitted For:** Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

**Department:** Road Bond

**Agenda Category:** Executive Session

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**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 Mays St. Extension

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: CR 101

f) Discuss the acquisition of real property: IH-35 at Ronald Reagan Blvd.

g) Discuss the acquisition of real property: CR 111

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of real property: landfill properties

j) Discuss the acquisition of real property: Inner Loop.

k) Discuss the acquisition of real property for County Facilities.

l) Discuss the acquisition of real property for DB Wood Rd. (Sneed Loop)

m) Discuss the acquisition of real property on CR 305.

n) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

o) Discuss the acquisition of real property: Arterial H

p) Discuss the acquisition of easements on the Forest North project.

q) Discuss potential acquisition of property located at NEC of Toll 130 and Gattis School Rd.

r) Discuss utilities for CR 305 at IH 35 and Reagan at IH35 projects.

s) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

t) Discuss options for ingress and egress regarding access to Cedar Hollow Subdivision.

u) Discuss the acquisition of real property for CR 258.

v) Discuss the acquisition of real property for Lakeline Blvd.

x) Discuss the acquisition of real property for US 183.

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 possible sale of 183 A excess right of way

c) Discuss proposed sale of real estate of Blue Springs Blvd

d) Discuss proposed sale of excess right of way on CR 107

e) Discuss wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

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

**Background**

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**Fiscal Impact**

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

## Attachments

*No file(s) attached.*

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 12/15/2016 02:20 PM |
| Form Started By: Charlie Crossfield | | Started On: 12/15/2016 11:07 AM |
| Final Approval Date: 12/15/2016 | | |