# NOTICE TO THE PUBLIC
# WILLIAMSON COUNTY COMMISSIONER'S COURT
# MARCH 21ST, 2017
# 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 – 32 )

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| from | 0882.0082.003301 | fuel | $6,000.00 |
| to | 0882.0882.004547 | fuel site repair | $6,000.00 |

**6.** Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor Collector's Office.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0499-004212 | Postage | $1300.00 |
| To | 0100-0499-004544 | Office Repairs | $1300.00 |

**7.** Discuss, consider, and take appropriate action on budget line item transfer request for the Expo Center.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0510-004620 | Equipment Rental | $15,713.70 |
| To | 0100-0510-005003 | Equipment > $5,000 | $15,713.70 |

**8.** Discuss, consider and take appropriate action on budget line item transfer request for Juvenile Services.

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0576.003003 | Radio Equipment | 1500.00 |
| To | 0100.0576.003010 | Computer Equipment | 1500.00 |
| From | 0100-0576.003307 | Pharmaceuticals | 5000.00 |
| From | 0100.0576.004510 | Facility Maintenance | 3000.00 |
| To | 0100.0576.005000 | Capital Outlay | 8000.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $2,450.00 |
| To | 0100.0560.003010 | Computer Equip < $5K | $2,450.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $4,095.00 |
| To | 0100.0560.003008 | Law Enforcement Equip < $5K | $4,095.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $550.00 |
| To | 0100.0560.003006 | Office Equip < $5K | $550.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $580.00 |
| To | 0100.0560.003005 | Office Furniture < $5K | $580.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.003003 | Radio Equipment < $5000 | $10,219.00 |
| To | 0100.0560.004500 | Maintenance Contract | $10,219.00 |

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

**Fiscal Impact**

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.004210 | Internet/Email Services | $6,200.00 |
| To | 0100.0560.004209 | Cell Phone / Pager | $6,200.00 |

**12.** Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (43) Computers, (15) Monitors, (8) Keyboards, (7) Mice, (15) Chairs, (1) CD labeler, (2) Port Replicators, Lot of cubicle parts & accessories, (2) Tables, (1) TV & VCR, (8) Printers, Several hundred outdated law books, (1) Toner, (2) Reference Rack sets, (1) Bookcase, (2) KVM 6ft. cables, (1) Open/close letter board, (2) Desktop documents holders, (2) Phones, (100) Shredder bags, (3) Switch's, (1) Label Maker, (2) Computer Speakers, Computer Cords, (2) Tv Stands, (5) Cash boxes, (2) Chair back rest, (2) Credenza's, (3) Men's pants, (5) Men's shirts, (1) Men's jacket, (1) UPS, (2) Checkpoints, (3) Power connects, (10) Catalyst, (1) Tape Back-up, (4) Battery Back-ups, Misc. rails, (1) Fax, (1) Docking station, (1) 1997 White HALE Trailer (see attached list) pursuant to Tx. Local Gov't code 263.152.

**13.** Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including, (1) Fryer and (1) Dell Latitude D630 (see attached lists) pursuant to Tx. Local Gov't code 263-152.

**14.** Discuss, consider and take appropriate action on authorizing the disposal of (75) Body Armor panels through destruction (see attached lists) pursuant to Tx. Local Gov't Code 263.152.

**15.** Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets not found including, (4) Motorola Radio's, (1) Digital Camera, (4) Traffic Director's, (2) Monitors, (2) Mobile Vision Video, (1) Tracking Systems, (4) Computers, (3) Wearable camera's, (1) Armor Vision, (2) Body Armor's, (4) ABA Extreme level's, (4) Equipment Radio's, (1) Multi-media, (7) Vehicle Equipment, Other equipment peripherals, Computer Equipment, Law Enforcement Equipment, Body Armor Equipment (see attached lists) per the recommendation of the County Auditor's office.

**16.** Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, February 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**17.** Discuss, consider and take appropriate action on approving property tax collections for the month of February 2017 for the Williamson County Tax Assessor/Collector.

**18.** Discuss, consider and take appropriate action on approving property tax refunds over $2,500.00 for the month of February 2017 for the Williamson County Tax Assessor/Collector.

**19.** Approve and enter into the official minutes of the Williamson County Commissioners Court the salary amounts and positions employed by the County Treasurer.

**20.** Discuss, consider and take appropriate action authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval relating to the Capital Area Housing Finance Corporation’s Multifamily Housing Revenue Bonds (Savoy at San Marcos Apartments Project) Series 2017.

**21.** Discuss, consider and take appropriate action on appointing Keith Couch to the Florence ESD #7 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2018.

**22.** Discuss, consider and take appropriate action regarding the request of Constable Precinct Two, for the approval of Charlotte Renee Harrell to the open deputy constable position pursuant to Tex. Loc. Gov't Code 86.011.

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

**24.** Discuss, consider and take appropriate action on an Amendment No. 1 to Contract for Construction Materials Testing and Inspection for Williamson County Sheriff's Office Training Center, being dated January 10, 2017, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Professional Service Industries, Inc. (the "Engineer").

**25.** Receive and acknowledge Work Authorization No. 7 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey – Various County Roads for Williamson County Road and Bridge.

**26.** Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Surveying Services between Professional Service Industries, Inc. and Williamson County dated January 10, 2017 for Construction Material Testing and Inspection for Williamson County Sheriff's Office Training Center.

**27.** Discuss, consider and take appropriate action on approval of the final plat for the Siena Patio Homes subdivision - Pct 4.

**28.** Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Tierra del Sol at Santa Rita Ranch West subdivision - Pct 2.

**29.** Discuss consider and take appropriate action on approval of the revised plat for Lot 1 Block C & Lots 11-13 Block A of the Rancho Santa Fe Sec 1 subdivision - Pct 2

**30.** Discuss, consider and take appropriate action on approval of the final plat for the San Gabriel Ridge Sec 2 Lot 1 subdivision - Pct 2.

**31.** Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 8K Subdivision - Pct 3.

**32.** Discuss, consider and take appropriate action on approval of the final plat for the Watson Place Subdivision - Pct 2.

# REGULAR AGENDA

**33.** Discuss, consider and take appropriate action to proclaim the week of APRIL 2 – 8, 2017, NATIONAL CRIME VICTIMS RIGHTS WEEK.

**34.** Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials and Ag Day Proclamation.

**35.** Discuss, consider and take appropriate action on recording in the Williamson County Commissioners Court's minutes the Williamson County District Judges' order appointing Jerri L. Jones to serve as the Williamson County Auditor for the remainder term commencing on March 1, 2017 and ending on December 31, 2018; and order directing the payment of the Williamson County Auditor's salary [Texas Local Government Code §84.003(b)].

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

**37.** Receive and acknowledge the March 2017 Construction Summary Report for the Road Bond and Pass Through Financing Programs.

**38.** Discuss, consider, and take any appropriate action regarding Change Order No. 4 in the amount of $14,907.69 for CR 258, a Road Bond Project in Commissioner Pct. 2.

**39.** Discuss, consider, and take any appropriate action regarding Change Order No. 5 in the amount of $51,199.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

**40.** Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

**41.** Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on CR 101, a Road Bond Project in Commissioner Pct. 4.

**42.** Discuss, consider, and take appropriate action regarding an amended Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on Southwest Bypass (Barnes Tract & Laubach Tract), a Road Bond Project in Commissioner Pct. 3.

**43.** Discuss, consider, and take any appropriate action regarding Change Order No. 1 in the amount of $31,806.00 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**44.** Discuss, consider and take appropriate action on an easement and right of way between Oncor Electric Delivery Company, LLC and Williamson County for electric service to the Williamson Sheriff's Office Training Center.

**45.** Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.379 and 3.878 acres required for the construction of CR 101, and take appropriate action. (Fuessel Holdings, LLC/Parcel 6)

**46.** Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.270 acres required for the construction of CR 101, and take appropriate action. (Wendy Ann and Ryan A. Wendland/Parcel 30)

**47.** Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.349 acres required for the construction of CR 101, and take appropriate action. (Wayne Angell/Parcel 31)

**48.** Discuss, consider and take appropriate action on a Letter Agreement with Jon R. Fisher regarding the Forest North Drainage Improvements project.

**49.** Discuss, consider and take appropriate action on a Real Estate Contract with Andrew L. Anthony and Maedelle T. Anthony for right of way needed on CR 111. (Parcel 25)

**50.** Discuss, consider, and take appropriate action on establishing a change fund for Williamson County Expo Center.

**51.** Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Sundance Ranch HOA (Liberty Hill subdivision)

**52.** Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church (Traffic control and security during various church services)

**53.** Discuss, consider and take appropriate action on approving an affiliation interlocal agreement between Williamson County EMS and Texas State University.

**54.** Discuss, consider and take appropriate action regarding an Attorney/Client Engagement Agreement engaging the law firm of Sheets & Crossfield, PC to represent Williamson County in relation to various aspects of real estate and eminent domain/condemnation law, real estate and easement negotiation, any additional related services and issues connected with the acquisition of right-of-way, review and preparation of documents for matters related to County Road Bond Funds, general acquisition of real estate, economic development issues and general matters as assigned by the County Judge or Williamson County Commissioners, as more fully set out in the engagement agreement; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**55.** Discuss, consider and take appropriate action on a Residential Lease Extension Agreement to extend, for five months, the Residential Lease Agreement between Williamson County, as Landlord, and Ed Self and Teresa Self, as Tenants, relating to the residence located at 6801 FM 972, Bartlett, Texas 76511, along with the improvements located thereon.

**56.** Discuss, consider and take appropriate action on a District Office Lease Contract between Representative Larry Gonzales, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Jester Annex, 1801 E. Old Settlers Boulevard, Round Rock, Texas 78664.

**57.** Discuss, consider and take appropriate action on resolution for application through Governor's Office for Williamson County Veterans Treatment Court grant application #2758104.

**58.** Discuss , consider, and take appropriate action on a resolution opposing Senate Bill 2, House Bill 15 and Revenue Caps.

**59.** Discuss, consider and take appropriate action on authorizing the new Agreement for Waste Management Services for the Williamson County Animal Shelter for thirty-six (36) months, with Waste Management of Texas.

**60.** Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and recieve sealed proposals for Digital Evidence Management System under RFP # 1702-145.

**61.** Discuss, consider and take appropriate action on authorizing the termination of current copier lease of the Office of Commissioner Precinct 1 with Ricoh, Inc., pursuant to Paragraph 14 of the original Master Agreement, allowing for termination with a thirty (30) day notice, and authorizing the new copier lease with Texas Document Solutions, per DIR contract # DIR-TSO-3155 in the amount of $104.92/month.

**62.** Discuss, consider and take appropriate action on awarding IFB 1702-141 Clinic Supplies for Williamson County Regional Animal Shelter to the lowest and best bids meeting specifications, Animal Health International "Patterson Veterinary" & NAO Global as primary and secondary vendors as noted on the recommendation letter.

**63.** Discuss, consider and take any appropriate action to approve lease of CradlePoint hardware and maintenance from vendor GTS Technology Solutions under DIR-TSO-3652 and financing from Dell Financial Services through DIR-SDD-1951. Action includes authorizing County Judge to sign related documents (Note: lease has total of 3 annual payments and is estimated at $258,365.00 with first payment in FY17 of $90,016.95—the finalized lease schedule to be issued by Dell Financial and submitted for final approval at a later date).

**64.** Discuss, consider and take any appropriate action regarding approval of long-form agreement with Election Systems & Software, LLC for hardware maintenance and iVotronic software license and maintenance to support operations of Williamson County Elections Department (note: sole source purchase granted by minute order of Commissioners Court on September 6, 2016 under agenda item #61).

**65.** Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Southwest Bypass Access Route under IFB 1702-148 for HNTB Corporation.

**66.** Discuss, consider and take appropriate action on authorizing the service agreement with MTech to remove and replace the old east boiler at the Jail facility, with six tankless water heaters for a quoted price of $56,800.00. MTech cooperative contract TIPS #1032615, valid through 3/26/2018.

**67.** Discuss, consider and take appropriate action to authorize and approve the award of the Service Agreement to Amarillo Junior College District for Asphalt Distributor, Backhoe, and Maintainer classes. The total for these three classes equals $13,451.19.

**68.** Discuss, consider and take appropriate action to ratify the agreement with BJ Electric for emergency services to repair some damaged sports field lighting. These services were determined critical for the County to promptly address, in order to provide a safe recreational environment for visitors.

**69.** Discuss, consider and take appropriate action on authorizing the Agreement for the fuel system management (FuelMaster) software and hardware for the term of 03/23/2017 – 03/22/2018, with Syntech Systems, Inc., for $10,791.00 on NJPA COOP #051613-SYS.

**70.** Discuss, consider and take appropriate action on awarding IFB 1702-140,Signs and Markers, for Williamson County, Road and Bridge Department, to the lowest and overall best value bidders. Garden State, submitted the lowest and best offer for the majority of signs and roll goods, and then Pathmark and NSTS for the hardware, posts and markers.

**71.** Discuss, consider and take appropriate action on authorizing the purchase of (3) 2018 White Chevy Malibu's in the amount of $59,884.00 per Buyboard contract 521-16, from Caldwell Country Chevrolet. To support the operations of Williamson County Juvenile Services.

**EXECUTIVE SESSION**

***"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."***

**72.** 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 Columbus Balbo

**73.** 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 the acquisition of real property for right-of-way for Mays St. Extension
b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
c) Discuss the acquisition of real property for CR 176 at RM 2243
d) Discuss the acquisition of real property with endangered species for mitigation purposes.
e) Discuss the acquisition of real property: CR 101
f) Discuss the acquisition of real property: CR 111
g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.
h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)
i) Discuss the acquisition of Easement Interests for the Forest North Drainage Improvement Project.
j) Discuss the acquisition of real property on CR 305.
k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.
l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.
m) Discuss the acquisition of a drainage easement for CR 108.
n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.
o) Discuss the acquisition of real property for CR 258.
p) Discuss the acquisition of real property for Lakeline Blvd.
q) Discuss the acquisition of real property for US 183.
r) Discuss the acquisition of real property for Hairy Man Rd.
s) Discuss the acquisition of real property for SW Bypass.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.
e) Discuss wastewater easements in Berry Springs Park
f) Discuss Development Agreement with Ashby Capital Investments, LLC
g) Discuss sale of County property on Ronald Reagan Blvd.
h) Discuss abandonment of County property on CR 123.

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

**74.** Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
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) Appeal of IRS Proposed Worker Classification Changes and Proposed Tax Adjustments 2011 -2013; and 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) Legislative changes to firearms laws and possession of firearms on county property
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) 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
x) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless,* In The Justice Court Precinct 1, Williamson County, Texas
y) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the Williamson County Sheriff,* In the United States District Court for the Western District of Texas – Austin Division
z) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.
aa) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

**75.** 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).

**76.** 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)

**77.** Discuss and take appropriate action concerning economic development.

**78.** Discuss and take appropriate action concerning real estate.

**79.** Discuss and take appropriate action on pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Civil Action No.1:13- CV- 505, Robert Lloyd v. Lisa Birkman, et al, In The United States District Court for the Western District of Texas, Austin Division
d) Employee/personnel related matters
e) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
f) Cause No. 15-0064-C277, Gordon v. Dollahite et al, In The District Court of Williamson County, Texas, 277th District
g) County Road 241 utility and Right-of-Way Issues and matters;
h) Civil Action No. 1:15-cv-431; *Herman Crisp v. Williamson County, et al*; In the USDC-WD-Austin Division
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) 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) Berry Springs Park and Preserve pipeline
s) 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).
t) Discuss requirements related to health benefit plan.
u) 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
v) 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
w) Cause No. 1JC-16-1540; *Roy Earl Briggs v. Lt. Doug Wheless,* In The Justice Court Precinct 1, Williamson County, Texas
x) Civil Action No. 1:16-cv-01185-SS-ML, *Jose Refugio Fernandez-Madrid v. Keefe Commissary and the*

*Williamson County Sheriff,* In the United States District Court for the Western District of Texas – Austin Division

y) Law relating requests for the closure, abandonment or vacation of roadway(s) in the Woodland Park Subdivision.

z) Civil Action No. Case 1:17-cv-00068; Dennis Farmer & Linda Schlueter v. Williamson County and Deputy Damon Grant; In The United States District Court for the Western District of Texas, Austin Division

**80.** 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.

**81.** 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 _____, 2017 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

**Commissioners Court - Regular Session** **5.**

**Meeting Date:** 03/21/2017

Line item transfer for Fleet Services-3-21-17

**Submitted For:** Kevin Teller **Submitted By:** Edward Pospisil, Fleet Maintenance

**Department:** Fleet Maintenance

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

Please consider this transfer to supplement funds in our fuel site repair line item to effect repairs necessary due to aging fuel site infrastructure.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| from | 0882.0082.003301 | fuel | $6,000.00 |
| to | 0882.0882.004547 | fuel site repair | $6,000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/06/2017 08:55 AM |
| Budget Office | Ashlie Koenig | 03/06/2017 11:36 AM |

Form Started By: Edward Pospisil Started On: 03/03/2017 02:05 PM

Final Approval Date: 03/06/2017

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

**Meeting Date:** 03/21/2017

Line item transfer for the Tax Assessor Collector.

**Submitted For:** Larry Gaddes **Submitted By:** Judy Kocian, County Tax Assessor Collector

**Department:** County Tax Assessor Collector

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the Tax Assessor Collector's Office.

### Background

Requesting a line item transfer in the amount of $1300.00 from line item 004212 Postage to line item 004544 Office Repairs. Repairs are needed for various equipment in the office from cameras to refrigerator to furniture.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0499-004212 | Postage | $1300.00 |
| To | 0100-0499-004544 | Office Repairs | $1300.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Budget Office | Ashlie Koenig | 03/09/2017 09:32 AM |
| Form Started By: Judy Kocian | | Started On: 03/08/2017 08:36 AM |
| Final Approval Date: 03/09/2017 | | |

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

**Meeting Date:** 03/21/2017

Line Item Transfer for Expo Center

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

**Department:** Parks

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on budget line item transfer request for the Expo Center.

### Background

The requested transfer will help provide the required funding for the purchase of a skid steer loader for Expo.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100-0510-004620 | Equipment Rental | $15,713.70 |
| To | 0100-0510-005003 | Equipment > $5,000 | $15,713.70 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/10/2017 08:37 AM |
| Budget Office | Ashlie Koenig | 03/14/2017 03:10 PM |
| Form Started By: Randy Bell | | Started On: 03/09/2017 03:10 PM |
| Final Approval Date: 03/14/2017 | | |

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

**Meeting Date:** 03/21/2017

Budget line item transfer

**Submitted By:** John Pelczar, Juvenile Services

**Department:** Juvenile Services

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action on budget line item transfer request for Juvenile Services.

### Background

Juvenile Services is requesting line item transfers to cover the anticipated cost of computer equipment and upgraded safety locks for the residential facility.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0576.003003 | Radio Equipment | 1500.00 |
| To | 0100.0576.003010 | Computer Equipment | 1500.00 |
| From | 0100-0576.003307 | Pharmaceuticals | 5000.00 |
| From | 0100.0576.004510 | Facility Maintenance | 3000.00 |
| To | 0100.0576.005000 | Capital Outlay | 8000.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 04:28 PM |
| Budget Office | Ashlie Koenig | 03/15/2017 04:46 PM |
| Form Started By: John Pelczar | | Started On: 03/15/2017 04:08 PM |
| Final Approval Date: 03/15/2017 | | |

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

**Meeting Date:** 03/21/2017

Line Item Transfer

**Submitted For:** Robert Chody **Submitted By:** Roy Fikac, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

The requested line item transfers will enable the Evidence/Crime Scene Section of the Administrative Division to provide funding for equipment needs in the following areas of operation: Replacement of two broken composite laundry sinks, 2 Dell Monitors and 1 sound bar, 2 Nikon Cameras, 1 Blue Ray Duplicator, 2 Aleratec DVD / CD duplicators, 2 OWC Pro External USB Blue Ray Readers, 2 Sato Barcode Printers, 2 Worksmart Mobis 11 Stand Stools, 1 Fujitusu FI-7160 Document Scanners, 1 Fusion Navigation Bullet Laser Trajectory Kit and 3 Arrowhead Tri Lightsource Kits with Goggles.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $2,450.00 |
| To | 0100.0560.003010 | Computer Equip < $5K | $2,450.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $4,095.00 |
| To | 0100.0560.003008 | Law Enforcement Equip < $5K | $4,095.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $550.00 |
| To | 0100.0560.003006 | Office Equip < $5K | $550.00 |
| From | 0100.0560.005008 | Law Enforcement Equip > $5K | $580.00 |
| To | 0100.0560.003005 | Office Furniture < $5K | $580.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:08 PM |
| Sheriff (Originator) | Roy Fikac | 03/14/2017 04:10 PM |
| Budget Office | Ashlie Koenig | 03/15/2017 12:03 PM |

Form Started By: Roy Fikac Started On: 03/10/2017 05:29 PM

Final Approval Date: 03/15/2017

**Commissioners Court - Regular Session** **10.**

**Meeting Date:** 03/21/2017

Line Item Transfer

**Submitted For:** Robert Chody **Submitted By:** Roy Fikac, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This requested transfer is to provide funding for the installation of an electronic security/integrated solution system that will provide a dual doorway limited access control card reading system. The controlled access system will provide the needed security for the Sheriff's Office Evidence Room and Strategic Planning Operations Room.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.003003 | Radio Equipment < $5000 | $10,219.00 |
| To | 0100.0560.004500 | Maintenance Contract | $10,219.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:27 AM |
| Budget Office | Ashlie Koenig | 03/15/2017 12:04 PM |
| Form Started By: Roy Fikac | | Started On: 03/14/2017 05:43 PM |
| Final Approval Date: 03/15/2017 | | |

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

**Meeting Date:** 03/21/2017

Line Item Transfer

**Submitted For:** Robert Chody **Submitted By:** Roy Fikac, Sheriff

**Department:** Sheriff

**Agenda Category:** Consent

## Information

### Agenda Item

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

### Background

This requested transfer is to provide funding for Organized Crime Detectives Verizon Cellular Phone Services.

## Fiscal Impact

| From/To | Acct No. | Description | Amount |
|---|---|---|---|
| From | 0100.0560.004210 | Internet/Email Services | $6,200.00 |
| To | 0100.0560.004209 | Cell Phone / Pager | $6,200.00 |

## Attachments

*No file(s) attached.*

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 04:28 PM |
| Budget Office | Ashlie Koenig | 03/15/2017 04:46 PM |
| Form Started By: Roy Fikac | | Started On: 03/15/2017 03:53 PM |
| Final Approval Date: 03/15/2017 | | |

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

**Meeting Date:** 03/21/2017

Asset Auction 3-21-2017

**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 (43) Computers, (15) Monitors, (8) Keyboards, (7) Mice, (15) Chairs, (1) CD labeler, (2) Port Replicators, Lot of cubicle parts & accessories, (2) Tables, (1) TV & VCR, (8) Printers, Several hundred outdated law books, (1) Toner, (2) Reference Rack sets, (1) Bookcase, (2) KVM 6ft. cables, (1) Open/close letter board, (2) Desktop documents holders, (2) Phones, (100) Shredder bags, (3) Switch's, (1) Label Maker, (2) Computer Speakers, Computer Cords, (2) Tv Stands, (5) Cash boxes, (2) Chair back rest, (2) Credenza's, (3) Men's pants, (5) Men's shirts, (1) Men's jacket, (1) UPS, (2) Checkpoints, (3) Power connects, (10) Catalyst, (1) Tape Back-up, (4) Battery Back-ups, Misc. rails, (1) Fax, (1) Docking station, (1) 1997 White HALE Trailer (see attached list) pursuant to Tx. Local Gov't code 263.152.

**Background**

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**Fiscal Impact**

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

**Attachments**

Asset Auction

Asset Auction 1

Asset Auction 2

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Jayme Jasso | | Started On: 03/16/2017 08:25 AM |
| Final Approval Date: 03/16/2017 | | |

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) |
|---|---|---|---|---|
| | SEE ATTACHED LIST | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

MAR - 10 2017

**Parties involved:**

**FROM** (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY
Print Name

Signature

March 9, 2017
Date

**Contact Person:**

HOLLY SHELL
Print Name

+1 (512) 943-1450
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

TONY HILL
Print Name

Phone Number

* 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 _____

**DELL OPTIPLEX 780 ST#HQ8K4M1 (CO2859)**

**DELL OPTIPLEX 780 ST#5P3TBM1 (CO2775)**

**DELL OPTIPLEX 780 ST#74BXPN1 (CO2933)**

**DELL OPTIPLEX 780 ST#74BWPN1 (CO2935)**

**DELL OPTIPLEX 780 ST#6GSZMN1 (CO2909)**

**4-MONITORS**

**2-KEYBOARDS**

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

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- ○ DONATION to a non-county entity
- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Dell Latitude d830 | 8WWD5F1 | C01808 | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

MAR - 10 2017

**Parties involved:**

**FROM** (Transferor Department): Fleet

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

Rex Schneider
Print Name

Signature 3/7/17 Date

**Contact Person:**

Rex Schneider
Print Name

512/943/3350 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.)

Tammy McCulley
Print Name

Signature Date

**Contact Person:**

Tammy McCulley
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 _____

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | DELL LATITUDE ATG D630 | H06CZD1 | | Non-Working |
| | | | | |
| | | | | |
| | | | MAR - 10 2017 | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): FLEET

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

Rex Schneider
Print Name

Rex Schneider
Signature

March 9, 2017
Date

**Contact Person:**

Rex Schneider
Print Name

512/943/3350
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Dell keyboard | | | Working |
| 1 | Dell mouse | | | Working |
| 1 | Executive desk chair, burgundy, mid-back | | | Working |
| 1 | CD LABELER | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Auditor's Office

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

Julie M. Kiley
Print Name

Julie M Kiley
Signature

March 6, 2017
Date

**Contact Person:**

Lisa Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

RECEIVED
MAR - 6 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**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

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

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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- ( ) 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 | port replicator | CN-0CY640-12961-99M-2032-A03 | | Working |
| 1 | port replicator | CN-0HJVX1-75941-185-0E86-A00 | | Working |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): County Attorney

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

Dee Hobbs
Print Name

Loyd Dee Hobbs Jr.
Signature

3/06/17
Date

**Contact Person:**

Stephanie Lloyd
Print Name

943-1116
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

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MAR - 6 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

# Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

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

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | DELL POWEREDGE 2650 | F61B021 | C02365 | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY
Print Name

Tammy McCulley 3/1/17
Signature Date

**Contact Person:**

HOLLY SHELL
Print Name

+1 (512) 943-1450
Phone Number

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

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

Print Name

Signature Date

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

TONY HILL
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 _____

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) |
|---|---|---|---|---|
| | See attached List | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Dept. of Infrastructure, Road & Bridge Division

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

TERRON EVERTSON
Print Name

Terron Everton
Signature Date

**Contact Person:**

Lisa Pohlmeyer
Print Name

+1 (512) 943-3364
Phone Number

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

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

Print Name

Signature Date

**Contact Person:**

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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 for Items Dated:

2/16/2017

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# |
|---|---|---|---|
| 1 | Dell Optiplex 790 | 779DYV1 | |
| 1 | Dell Optiplex 7010 | 86TL8Y1 | |
| 1 | Dell Optiplex 7010 | 83H67Y1 | |
| 1 | Dell Optiplex 790 | 7D5TLS1 | |
| 1 | Dell Optiplex 7010 | 83KB7Y1 | |
| 1 | Dell Optiplex 7010 | 83JC7Y1 | |
| 1 | Dell Optiplex 7010 | 83HB7Y1 | |
| 1 | Dell Optiplex 7010 | 83HD7Y1 | |
| 1 | Dell Optiplex 780 | 69M5HM1 | |
| 1 | Dell Optiplex 780 | 59M5HM1 | |
| 1 | Dell Optiplex 790 | 779CYV1 | |
| 1 | Dell Optiplex 790 | 779BYV1 | |
| 1 | Dell Vostro | 254RGJ1 | |
| 1 | Dell Vostro | 2T4RGJ1 | |
| 1 | Dell Vostro | 964RGJ1 | |
| 1 | Dell Vostro | 414RGJ1 | |
| 1 | Dell Vostro | B24RGJ1 | |
| 1 | Dell Vostro | 664RGJ1 | |
| 1 | Dell Vostro | 464RGJ1 | |
| 1 | Dell Vostro | C44RGJ1 | |
| 1 | Dell Vostro | 564RGJ1 | |
| 1 | Dell Latitude E5500 | 41081L1 | |
| 1 | Lot of Cubicle Parts & Accessories | | |
| 1 | small folding layout table | | |
| 1 | TV & VCR | | |
| 9 | Dell Monitors | | |
| 3 | HP Inkjet Printers | | |
| | | | |
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37 Total Items

RECEIVED

MAR - 1 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 8/24/09

# Williamson County
## Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ○ DESTRUCTION due to Public Health / Safety
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Several hundred old outdated Law Books | | | Working |
| | | | | Non-Working |
| | | | | Non-Working |
| | | | | Non-Working |
| | | | | Non-Working |

**Parties involved:**

**FROM** (Transferor Department): 570 Corrections

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

Chief Doyer
Print Name

Signature Date

**Contact Person:**

Lieutenant Chris Watts
Print Name

9431689
Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**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.)

- Rhndolph Doyer
Print Name

Randolph Doyer 2/17/17
Signature Date

**Contact Person:**

Print Name

512-943-1350
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 8/24/09

# Williamson County
## Asset Status Change Form

Print Form

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

- ○ TRANSFER bet ween county departments
- ○ TRADE-IN for new assets of similar type for the county
- ○ DESTRUCTION due to Public Health / Safety
- ◉ SALE at the earliest auction *
- ○ DONATION to a non-county entity

**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 Poweredge 1950 | | | Working |
| 1 | Dell Poweredge 1950 | | | Working |
| | | | | Non-Working |
| | | | | Non-Working |
| | | | | Non-Working |

**Parties involved:**

**FROM** (Transferor Department): 570 Corrections

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

Chief Doyer
Print Name

Signature Date

**Contact Person:**

Lieutenant Chris Watts/ Holly Shell
Print Name

1689&1450
Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**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.)

RANDOLPH DOYER
Print Name

Signature 2/17/17 Date

**Contact Person:**

Print Name

512-943-1350
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.

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FrmAudASCF01 revision 07/2014

# Williamson County
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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | TONER HP 43X | | | Working |
| 1 | DELL COMPUTER MONITOR (Model 1708FPb6) | CN-0G302H-74261-87E-9EDU-A00/DP N 0G302H | | Working |
| 1 | DELL OPTIPLEX SX260 | SERVICE TAG # CV9GX21 | C00042 | Working |
| 3 | CHAIRS | | | Working |
| 2 | REFERENCE RACK SETS | | | Working |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gadde
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512-260-4262
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:**

Print Name

Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

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FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | SMALL ROLLING TABLE | | | |
| 1 | BOOKCASE FURNITURE | | A106489 | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gaddes
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512/260-4292
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:**

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

Print Name

Phone Number

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FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 2 | OmniView KVM 6ft. Cables (PS/2VGA) | | | Working |
| 1 | OPEN/CLOSE LETTER BOARD | | | Working |
| 2 | DESKTOP DOCUMENT HOLDER | | | Working |
| 2 | TELEPHONES | | | |
| 1 | SHREDDER BAGS (100 BAGS) | | | |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gaddes
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512/260-4292
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:**

RECEIVED
Print Name

MAR - 1 2017
Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | BELKIN PORT KVM SWITCH MODEL # F1DS102J | SN# 380812000288 | | Working |
| 1 | DYMO LABEL WRITER/LABELS 1MODEL # 93089 | SN# 93089 2279038 | | Working |
| 2 | HARMAN/KARDON COMPUTER SPEAKERS | DS/N CN-02320V-47781-094-4660 | | Working |
| | COMPUTER CORDS | | | Working |
| 1 | ONE TOUCH SWITCH (2-PORT USB KVM SWITCH) | | | Working |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gadde
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512/260-4292
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:**

Print Name

Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

# Williamson County
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- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 2 | TV STANDS | | | |
| 5 | SMALL CASH BOXES | | | Working |
| 2 | WIRELESS COMPUTER KEYBOARDS | DELL | | Working |
| 1 | WIRELESS COMPUTER MOUSE | | | Working |
| 2 | CHAIR BACK REST | | | |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gaddes
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512/260-4292
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:**

Print Name

Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 2 | COMPUTER KEYBOARDS | DELL SN: E145614 | | Working |
| 1 | COMPUTER MOUSE (ORBIT OPTICAL) MODEL 64327 | SERIAL # B0736000065 | | Working |
| 1 | COMPUTER MOUSE (ORBIT OPTICAL) MODEL 64327 | SERIAL # C0624001115 | | Working |
| 1 | COMPUTER MOUSE (ORBIT OPTICAL) MODEL 64327 | SERIAL # C0624001114 | | Working |
| 1 | COMPUTER MOUSE (Orbit Optical Trackball)MN M01082 | SERIAL # E110A 000551 | | Working |

**Parties involved:**

**FROM** (Transferor Department): WILLIAMSON COUNTY TAX ASSESSOR/COLLECTOR CEDAR PARK

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

Larry Gaddes
Print Name

Signature 2/23/17 Date

**Contact Person:**

Carolyn Farmer
Print Name

512-260-4292
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:**

Print Name

Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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- ○ DESTRUCTION due to Public Health / Safety
- ○ SALE to a government entity / civil or charitable organization in the county at fair market value

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | Brown credenza 66" x 20" | N/A | N/A | Working |
| 1 | Brown credenza 66" x 30" | N/A | N/A | Working |
| 1 | Task chair, maroon fabric | N/A | N/A | Working |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Tax Assessor/Collector

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

Larry Gaddes
Print Name

Signature

February 27, 2017
Date

**Contact Person:**

Judy Kocian
Print Name

+1 (512) 943-1954
Phone Number

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

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

Tony Hill
Print Name

Signature

Date

**Contact Person:**

Print Name

Phone Number

RECEIVED
MAR - 1 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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FrmAudASCF01 revision 07/2014

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

**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | HP DeskJet 6127 Printer | MY31M3C2VQ | I00197 | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): County Auditor's Office

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

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

February 28, 2017
Date

**Contact Person:**

Lisa Moore
Print Name

+1 (512) 943-1623
Phone Number

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

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

Print Name

Signature

Date

RECEIVED
FEB 28 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

Print Name

Phone Number

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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 3 | Blauer men's pants, black | | | Working |
| 5 | Blauer men's shirts, black | | | Working |
| 1 | Blauer men's patrol jacket, blue | | | Working |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Williamson County Constable, Precinct 2

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

William Beechinor
Print Name

Signature

02/22/2017
Date

**Contact Person:**

Wade Fowler
Print Name

5122604270
Phone Number

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

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

Print Name

Signature

Date

RECEIVED
FEB 27 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

**Contact Person:**

Print Name

Phone Number

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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| | SEE ATTACHED LIST | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): TECHNOLOGY SERVICES

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

TAMMY MCCULLEY
Print Name

Signature — March 3, 2017 Date

**Contact Person:**

HOLLY SHELL
Print Name

+1 (512) 943-1450
Phone Number

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

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

Print Name

Signature — Date

**Contact Person:**

TONY HILL
Print Name

Phone Number

RECEIVED
MAR - 3 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

DELL UPS 500W ST#DLS3TS1

CHECKPOINT ST#1435B00818

DELL POWERCONNECT 5448 ST# CHXRFH1

CISCO CATALYST 2950 ST# FHK0702X1R2

DELL TAPE BACKUP ST# 77H8W32

NETGEAR SWITCH ST# 2F431B5Y003BD

DELL POWERCONNECT 3448 ST# FCP0L71

CISCO CATALYST 2960 ST# FOC1047Z0AE

CISCO CATALYST 2960 ST# FOC1047Z09R

CISCO CATALYST 2960 ST# FOC1047Z0AL

CISCO CATALYST 2960 ST# FOC1047Z09X

DELL OPTIPLEX 740 ST# 77JMKC1

4-BATTERY BACKUPs

MISC RAILS

CISCO CATAYLST 3550 ST# CHK0620V091

CISCO CATAYLST 3550 ST# CHK0706V0WB

DELL POWERVAULT MD1200 ST# 6M5W8Z1

DELL POWEREDGE 2970 ST# 9L44JM1

DELL POWEREDGE R510 ST#GW04QS1

CHECKPOINT SMART 1-205 #LR201409010426

DELL POWEREDGE 2970 ST#BL44JM1

DELL POWEREDGE 2970 ST#FL44JM1

CISCO CATAYLST 2950 ST#FAB0601P0Z5

DELL POWERCONNECT 3424 ST#J47XV91

CISCO CATALYST 3550 ST# CHK0620V08Q

CISCO CATALYST 2950 ST# FHK0606Y1MC

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MAR - 3 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

# Williamson County
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**Asset List:**

| Quantity | Description (year, make, model, etc.) | Manufacturer ID# (serial, service tag, or VIN) | County Tag# | Condition of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 3 | DELL POWEREDGE | 3CT61D1, 9BT61D1, 9J6F3D1 | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): ELECTIONS

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

CHRIS DAVIS
Print Name

Signature 3/6/17 Date

**Contact Person:**

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

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

Print Name

Signature Date

**Contact Person:**

Tony Hill
Print Name

Phone Number

* 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 OptiPlex 740 Computer & monitor (on replacement list) | JMZSNC1 | | Working |
| | Mouse + Keyboard | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Sheriff's Office

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

Chief Tim Ryle
Print Name

T Ryle 3-6-17
Signature Date

**Contact Person:**

Starla Hall
Print Name

+1 (512) 943-5270
Phone Number

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

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

Print Name

Signature Date

**Contact Person:**

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WILLIAMSON COUNTY, TEXAS

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 _____

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) |
|---|---|---|---|---|
| 4 | Blue Guest Chairs | | | Working |
| 1 | Burgandy Task Chair | | | Working |
| 1 | Brown Task Chair | | | Working |
| 1 | Light Blue Task Chair | | | Working |
| 1 | Black Task Chair | (continued next page) | | Working |

**Parties involved:**

**FROM** (Transferor Department): 0560 - Sheriff's Office

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

Chief Tim Ryle
Print Name

Signature — March 8, 2017 Date

**Contact Person:**

Peggy Braun
Print Name

+1 (512) 943-1312
Phone Number

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

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

Print Name

Signature — Date

**Contact Person:**

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

* 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 _____

| Quantity | Description | Manufacturer ID | County Tag | Condition of Assets |
|---|---|---|---|---|
| 1 | HP Officejet 6110 | MY2AIC172H | | Working |
| 1 | HP Deskjet 895Cse | SG88V2W28J | | WORKING |
| 1 | HP Deskjet 6127 | 0030-6E2F-A302 | | WORKING |
| 1 | Hp 2140 Fax | CM721-64001 | | WORKING |
| 1 | HP PHOTOSMART D7145 | MY66NC8088 | | Working |
| 1 | Black executive chair | | | Working |
| 1 | Brown guest chair | | | Working |
| 1 | Dell docking station | | | Working |
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WILLIAMSON COUNTY, TEXAS

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# 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# | Conditlon of Assets (Working, Non-Working) |
|---|---|---|---|---|
| 1 | PANASONIC TOUGHBOOK - CF-31 JAG731M | 1KTYA27197 | | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): CONSTABLE PCT. 3

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

THERESA LOCK
Print Name

Signature — March 2, 2017 Date

**Contact Person:**

THERESA LOCK
Print Name

+1 (512) 943-1436
Phone Number

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

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

Print Name

Signature — Date

**Contact Person:**

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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 _____

# Williamson County
## Vehicle Status Change Form

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

1) Identify Vehicle:

| 4FFB51217VS002831 | 210 | SF9701 |
|---|---|---|
| Vehicle Identification Number | Department | Door Number |

| 9065105 | 1997 | HALE | TRAILER | WHITE |
|---|---|---|---|---|
| License Plate Number | Year | Make | Model | Color |

2) Reason for Status Change:

☐ Accident

Received: 1. Williamson County Fleet Incident/Crash/Vandalism Report MAR 3 2017

2. The Official Accident Report

3. A Vehicle Insurance / Litigation Form

☐ High Mileage: List actual mileage _____

☐ Not mechanically sound _____

☒ Other: Explain HAS REACHED LIFE EXPECTANCY

3) Elected Official/Department Head/Authorized Staff

Print Name Doug Woods II Signature _____ Date 2-14-17

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

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

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

Print Name Kevin Teller Signature _____ Date 2-14-17

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

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

HR Release Authorization: _____

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

Transfer has been reviewed and approved:

Signature: _____

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

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

**Meeting Date:** 03/21/2017

Asset Transfers 3-21-2017

**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 inter-departmental transfer including, (1) Fryer and (1) Dell Latitude D630 (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

Asset Transfer 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Jayme Jasso | | Started On: 03/16/2017 09:44 AM |
| Final Approval Date: 03/16/2017 | | |

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 | COMMERCIAL FRYER | | | Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

MAR -10 2017

**Parties involved:**

**FROM** (Transferor Department): JUVENILE PROBATION

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

JOHN J. PELCZAR
Print Name

Signature 3/2/17 Date

**Contact Person:**

JOHN J. PELCZAR
Print Name

(512) 943-3204
Phone Number

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

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

Steve Morrison
Print Name

Signature 3-8-17 Date

**Contact Person:**

Steve Morrison
Print Name

512-943-3506
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)**

- (X) 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 Latitude D630 | H1QP5H1 | | working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): ITS

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

Tammy McCulley
Print Name

Tammy McCulley 3/7/17
Signature Date

**Contact Person:**

Tammy McCulley
Print Name

512.943.1455
Phone Number

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

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

Rex Schneider
Print Name

Rex Schneider 3/7/17
Signature Date

**Contact Person:**

Rex Schneider
Print Name

512.943.3350
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.

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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 _____

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

**Meeting Date:** 03/21/2017

Asset Destruction 3-21-2017

**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 (75) Body Armor panels through destruction (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 Destruction

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Jayme Jasso | | Started On: 03/16/2017 09:48 AM |
| Final Approval Date: 03/16/2017 | | |

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 | SEE ATTACHED | | | Non-Working |
| | | | | |
| | | | | |
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| | | | | |

**Parties involved:**

**FROM** (Transferor Department): LAW ENFORCEMENT (560)

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

Chief Tim Ryle
Print Name

T Ryle
Signature

February 28, 2017
Date

**Contact Person:**

Denise McGlaun (WCSO Quartermaster)
Print Name

+1 (512) 943-1349
Phone Number

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

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

Print Name

Signature

Date

**Contact Person:**

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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 _____

| Quantity | Description (year, make, model, etc.) | Manufacturer ID # (serial, service tag, or VIN) | County Tag# | Condition of Assets (working, non-working, unk) |
|---|---|---|---|---|
| 56 | BODY ARMOR PANELS | 140000604160 | 03764 | NON-WORKING |
| | | 140000604137 | 03764 | NON-WORKING |
| | | 110000529066 | 03119 | NON-WORKING |
| | | 110000529024 | 03119 | NON-WORKING |
| | | 140000877053 | 03842 | NON-WORKING |
| | | 140000877072 | 03842 | NON-WORKING |
| | | 120000452031 | 03203 | NON-WORKING |
| | | 120000452083 | 03203 | NON-WORKING |
| | | 110000521080 | 03126 | NON-WORKING |
| | | 110000520978 | 03126 | NON-WORKING |
| | | 110000510413 | 03117 | NON-WORKING |
| | | 110000510387 | 03117 | NON-WORKING |
| | | 110000529063 | 03123 | NON-WORKING |
| | | 110000529023 | 03123 | NON-WORKING |
| | | 110000529050 | 03121 | NON-WORKING |
| | | 110000529012 | 03121 | NON-WORKING |
| | | 06159775 | 01305 | NON-WORKING |
| | | 06159776 | 01305 | NON-WORKING |
| | | 06127526 | 01238 | NON-WORKING |
| | | 06127525 | 01238 | NON-WORKING |
| | | 160000055953 | 04058 | NON-WORKING |
| | | 160000055976 | 04058 | NON-WORKING |
| | | N-9502640-A | UNK | NON-WORKING |

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WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

| Quantity | Description (year, make, model, etc.) | Manufacturer ID # (serial, service tag, or VIN) | County Tag# | Condition of Assets (working, non-working, unk) |
|---|---|---|---|---|
| 56 | BODY ARMOR PANELS | 130000212990 | 03553 | NON-WORKING |
| | | 130000213047 | 03553 | NON-WORKING |
| | | 08125905 | 02144 | NON-WORKING |
| | | 08125906 | 02144 | NON-WORKING |
| | | 110000529073 | 03124 | NON-WORKING |
| | | 110000529034 | 03124 | NON-WORKING |
| | | 11292800 | 03086 | NON-WORKING |
| | | 11292801 | 03086 | NON-WORKING |
| | | 07148761 | 01393 | NON-WORKING |
| | | 07148760 | 01393 | NON-WORKING |
| | | 09104321 | 02403 | NON-WORKING |
| | | 09104322 | 02403 | NON-WORKING |
| | | 09115894 | 02407 | NON-WORKING |
| | | 09115893 | 02407 | NON-WORKING |
| | | 06127513 | 01232 | NON-WORKING |
| | | 06127514 | 01232 | NON-WORKING |
| | | 11246509 | 03055 | NON-WORKING |
| | | 11246510 | 03055 | NON-WORKING |
| | | 11207389 | 03046 | NON-WORKING |
| | | 11207388 | 03046 | NON-WORKING |
| | | 11199610 | 03044 | NON-WORKING |
| | | 11199611 | 03044 | NON-WORKING |
| | | 11207392 | 03048 | NON-WORKING |

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

| Quantity | Description (year, make, model, etc.) | Manufacturer ID # (serial, service tag, or VIN) | County Tag# | Condition of Assets (working, non-working, unk) |
|---|---|---|---|---|
| 56 | BODY ARMOR PANELS | 11207393 | 03048 | NON-WORKING |
| | | 10183408 | 02089 | NON-WORKING |
| | | 10183409 | 02089 | NON-WORKING |
| | | 1002658 | 02640 | NON-WORKING |
| | | 1002659 | 02640 | NON-WORKING |
| | | 0601408454 | 01162 | NON-WORKING |
| | | 0601408445 | 01162 | NON-WORKING |
| | | 08024154 | 01542 | NON-WORKING |
| | | 08024155 | 01542 | NON-WORKING |
| | | 120001118668 | 03338 | NON-WORKING |
| | | 120001118626 | 03338 | NON-WORKING |
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WILLIAMSON COUNTY, TEXAS

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# 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 | SEE ATTACHED | | | Non-Working |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): CORRECTIONS (570)

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

Chief Tim Ryle
Print Name

Signature — February 28, 2017 Date

**Contact Person:**

Danielle White
Print Name

+1 (512) 943-1349
Phone Number

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

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

Print Name

Signature — Date

**Contact Person:**

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

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

# Forward to County Auditor's Office

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

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

2/27/2017

| Quantity | Description (year, make, model, etc.) | Manufacturer ID # (serial, service tag, or VIN) | County Tag# | Condition of Assets (working, non-working, unk) |
|---|---|---|---|---|
| 1 | Body Armor | FT0501349512 | 00986 | non-working |
| 1 | Body Armor | FT07143627 | 01399 | non-working |
| 1 | Body Armor | FT09221108 | 02547 | non-working |
| 1 | Body Armor | FT10014449 | 02639 | non-working |
| 1 | Body Armor | FT10085221 | 02738 | non-working |
| 1 | Body Armor | FT10085223 | 02739 | non-working |
| 1 | Body Armor | FT10220482 | 02886 | non-working |
| 1 | Body Armor | FT10220484 | 02887 | non-working |
| 1 | Body Armor | FT10220486 | 02888 | non-working |
| 1 | Body Armor | FT11065140 | 02908 | non-working |
| 1 | Body Armor | FT11117062 | 02940 | non-working |
| 1 | Body Armor | FT11123338 | 02952 | non-working |
| 1 | Body Armor | FT111123332 | 02953 | non-working |
| 1 | Body Armor | FT11123330 | 02954 | non-working |
| 1 | Body Armor | FT11149163 | 02976 | non-working |
| 1 | Body Armor | FT11207386 | 03045 | non-working |
| 1 | Body Armor | FT11239008 | 03053 | non-working |
| 1 | Body Armor | FT120000184973 | 03155 | non-working |
| 1 | Body Armor | FT120000184965 | 03157 | non-working |
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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

ALL INSIGNIAS HAVE BEEN REMOVED - NOT SUITABLE FOR REISSUE

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

**Meeting Date:** 03/21/2017

Asset Not Found 3-21-2017

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the retirement from the county inventory of assets not found including, (4) Motorola Radio's, (1) Digital Camera, (4) Traffic Director's, (2) Monitors, (2) Mobile Vision Video, (1) Tracking Systems, (4) Computers, (3) Wearable camera's, (1) Armor Vision, (2) Body Armor's, (4) ABA Extreme level's, (4) Equipment Radio's, (1) Multi-media, (7) Vehicle Equipment, Other equipment peripherals, Computer Equipment, Law Enforcement Equipment, Body Armor Equipment (see attached lists) per the recommendation of the County Auditor's office.

**Background**

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**Fiscal Impact**

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

**Attachments**

Asset Not Found

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Jayme Jasso | | Started On: 03/16/2017 09:54 AM |
| Final Approval Date: 03/16/2017 | | |

FrmAudASCF01 revision 07/2014

# Williamson County
## Asset Status Change Form

Print Form

**The following asset(s) is(are) considered for: (select one)** * Items not found during audit, request that they be retired.

- ○ 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) |
|---|---|---|---|---|
| | | | | |
| | see attached documents | | | |
| | | | | |
| | | | | |
| | | | | |

**Parties involved:**

**FROM** (Transferor Department): Williamson County Precinct 1 Constable

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

Constable Vinnie Chevrone
Print Name

Signature Date

**Contact Person:**

CHIEF DEPUTY MIKE PENDLEY
Print Name

(512) 244-8650
Phone Number

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

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

Print Name

Signature Date

**Contact Person:**

Print Name

Phone Number

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WILLIAMSON COUNTY, TEXAS

* 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 Number | Asset Description |
|---|---|
| 37468 | MOTOROLA RADIO MCS2000 |
| 37469 | MOBILE RADIO MCS2000 |
| 37325 | DIGITAL CAMERA - MAVICA NVC CD 500 |
| 37582 | MOTOROLA RADIO |
| 37583 | MOTOROLA RADIO |
| 38109 | TRAFFIC DIRECTOR 911EP R/A/B |
| 38208 | TRAFFIC DIRECTOR 911-EP TD39 |
| 38357 | DELL MONITOR |
| 38368 | MOBILE VISION VIDEO |
| 40780 | DELL MONITOR |
| 40817 | MOBILE VISION IN CAR CAR VIDEO SYSTEM 7 |
| 42351 | TRAFFIC DIRECTOR |
| 42350 | TRAFFIC DIRECTOR 911EP |
| 42329 | TRACKING SYSTEM |
| 43311 | DELL LATITUDE D620 |
| 43848 | DELL LATITUDE D620 |
| 45308 | DELL LATITUDE ATG D630 LAPTOP WITH DOCKING STATION |
| | |
| 115267 | DELL OPTIPLEX 7010 |
| 64049 | COPVU WEARABLE CAMERA |
| 65711 | COPVU WEARABLE CAMERA |
| 65712 | COPVU WEARABLE CAMERA |
| 65556 | POINT BLANK ARMOR VISION AIIIA-1 NIJ06 (S. CONNER) |
| 49369 | ABA EXTREME IIIA BODY ARMOR |
| 49474 | ABA EXTREME IIIA BODY ARMOR - S. MOUNT |
| 47229 | ABA XTREME IIIA BODY ARMOR |
| 53329 | ABA-EXTREME HP LEVEL IIIA |
| 53330 | ABA-EXTREME HP LEVEL IIIA |
| 53331 | ABA-EXTREME HP LEVEL IIIA |
| 53338 | ABA-EXTREME HP-LEVEL IIIA |

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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

| Serial Number | Asset Category | Date in Serv | Book Cost |
|---|---|---|---|
| Not Available | EQUIPMENT.RADIOS | 15-Nov-02 | $2,180.43 |
| Not Available | EQUIPMENT.RADIOS | 15-Nov-02 | $2,180.43 |
| S010344917E | EQUIPMENT.MULTI-MEDIA | 31-Aug-03 | $804.00 |
| 722CDW0432 | EQUIPMENT.RADIOS | 27-Oct-03 | $2,480.43 |
| 722CDW0431 | EQUIPMENT.RADIOS | 27-Oct-03 | $2,480.43 |
| N/A | EQUIPMENT.VEH-EQUIP | 29-Feb-04 | $529.95 |
| N/A | EQUIPMENT.VEH-EQUIP | 4-Mar-04 | $529.95 |
| CN-0C0646 | EQUIPMENT.OTHER PERIPHERALS | 17-Mar-04 | $899.10 |
| 107282 | EQUIPMENT.VEH-EQUIP | 18-Mar-04 | $2,450.00 |
| CN-0C0646-46633-532-OVEL | EQUIPMENT.OTHER PERIPHERALS | 7-Apr-05 | $732.57 |
| 112366 | EQUIPMENT.VEH-EQUIP | 22-Apr-05 | $3,179.00 |
| N/A | EQUIPMENT.VEH-EQUIP | 28-Mar-06 | $529.95 |
| N/A | EQUIPMENT.VEH-EQUIP | 28-Mar-06 | $529.95 |
| 42653697 | EQUIPMENT.VEH-EQUIP | 21-Apr-06 | $798.99 |
| 9HLQ5C1 / C1518 | EQUIPMENT.COMP | 12-Dec-06 | $2,221.87 |
| FR60NC1 / C1417 | EQUIPMENT.COMP | 11-Mar-07 | $2,453.20 |
| H06CZD1 | EQUIPMENT.COMP | 26-Oct-07 | $2,608.10 |
| | | | |
| 3S2VN22 | EQUIPMENT.COMP | 31-Dec-14 | $1,107.29 |
| WG110648 | EQUIPMENT.LAW ENFORCE | 30-Sep-12 | $769.00 |
| WG-111123 | EQUIPMENT.LAW ENFORCE | 1-Jun-13 | $769.00 |
| WG-111124 | EQUIPMENT.LAW ENFORCE | 1-Jun-13 | $769.00 |
| FT/BK,BC,CONNER | EQUIPMENT.BODY ARMOR | 13-Mar-13 | $740.87 |
| R. WOODRING | EQUIPMENT.BODY ARMOR | 17-Mar-09 | $587.91 |
| FP09031166/BP09031167 S. M | EQUIPMENT.BODY ARMOR | 30-Mar-09 | $587.91 |
| FP08087719/BP08087720 | EQUIPMENT.BODY ARMOR | 18-Aug-08 | $558.13 |
| FT09179074/BK09179073 | EQUIPMENT.BODY ARMOR | 7-Dec-09 | $587.91 |
| FT09179075/BK09179076 | EQUIPMENT.BODY ARMOR | 7-Dec-09 | $587.91 |
| FT09179077/BK09179078 | EQUIPMENT.BODY ARMOR | 7-Dec-09 | $587.91 |
| FT09126352/BK09126353 | EQUIPMENT.BODY ARMOR | 12-Jan-10 | $587.91 |



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AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

**Meeting Date:** 03/21/2017

Justice of the Peace 4 FEBRUARY 2017 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, February 2017 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

**Background**

---

**Fiscal Impact**

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

**Attachments**

JP4 EOM FEB 2017

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 11:49 AM |
| Form Started By: Veronica Bolander | | Started On: 03/16/2017 11:21 AM |
| Final Approval Date: 03/16/2017 | | |

**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 February, 2017.**

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

9th **day of** March, 2017 **to certify which witness my hand and seal of office.**

VERONICA BOLANDER
My Notary ID # 2676312
Expires October 7, 2019

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

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 02/01/2017-02/28/2017**

**Date Printed:** 3/1/2017
**Time Printed:** 4:58:14PM

| FEE CODE | FEE DESC | ITEMS | TOT PAID | TOT MONEY | CASH | CHECKS | MO | HB 2398 | CC | JT | CSR | OTHER | GL CODE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| COPIES | COPIES | 3 | 9.25 | 9.25 | 0.00 | 4.00 | 0.00 | 0.00 | 5.25 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCERT | DEATH CERTIFICATE COPIES | 1 | 20.00 | 20.00 | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| EVICTION | EVICTION FILING FEE | 46 | 1,150.00 | 1,150.00 | 150.00 | 775.00 | 0.00 | 0.00 | 225.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| INDIGENT | CIVIL INDIGENT FEE | 96 | 576.00 | 576.00 | 60.00 | 456.00 | 0.00 | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208822 |
| SERVE 4 | CONSTABLE PRECINCT 4 SEF | 73 | 5,110.00 | 5,110.00 | 560.00 | 3,430.00 | 0.00 | 0.00 | 1,120.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341904 |
| SMALLCLAM | SMALL CLAIMS FILING FEE | 2 | 50.00 | 50.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT EXEC | WRIT OF EXECUTION | 2 | 10.00 | 10.00 | 0.00 | 10.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WRIT POSS | WRIT OF POSSESSION | 6 | 30.00 | 30.00 | 0.00 | 15.00 | 0.00 | 0.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| WSERVE 4 | CONSTABLE PRECINCT 4 - W | 8 | 1,200.00 | 1,200.00 | 0.00 | 750.00 | 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 | 3 | 15.00 | 15.00 | 15.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CERTCOPIE | CERTIFIED COPIES | 5 | 10.00 | 10.00 | 0.00 | 4.00 | 0.00 | 0.00 | 6.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DCOPIES | DEATH CERTIFICATE CO | 1 | 4.00 | 4.00 | 0.00 | 4.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DEBTCLAIM | DEBTCLAIM | 43 | 1,075.00 | 1,075.00 | 0.00 | 1,075.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| EF | E-FILING STATE FEE | 96 | 960.00 | 960.00 | 100.00 | 760.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00 | 0.00 | 01-0399-0000-20802 |
| JURY FEE | JURY TRIAL FEE | 1 | 22.00 | 22.00 | 0.00 | 22.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| OCC LICENSE | OCCUPATIONAL LICENSE | 5 | 125.00 | 125.00 | 100.00 | 0.00 | 0.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0100.0000.341804 |
| TCF | TRUANT CONDUCT FEE | 10 | 500.00 | 500.00 | 150.00 | 0.00 | 100.00 | 0.00 | 250.00 | 0.00 | 0.00 | 0.00 | 01-0369-0000-34191 |
| TRUANCY CO | TRUANCY CONTEMPT FI | 3 | 300.00 | 300.00 | 100.00 | 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-351304 |
| VSPF | VITAL STATISTICS PRESE | 1 | 1.00 | 1.00 | 0.00 | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 01-0385-0000-34140 |
| WRITSCIREF | WRIT OF SCIRE FACIAS | 1 | 5.00 | 5.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |

| TOTALS SUMMARY | 406 | 11,172.25 | 11,172.25 | 1,235.00 | 7,381.00 | 300.00 | 0.00 | 2,256.25 | $0.00 | 0.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | | **HB2398** | $0.00 | |
| **Cash** | $1,235.00 | | | | **CSR Credit** | $0.00 | **Post for Refund** $0.00 |
| **Checks** | $7,381.00 | | | | **Jail Credit** | $0.00 | |
| **Money Orders** | $300.00 | | | | | | **Over Payments** $0.00 |
| **Credit Cards :** | $2,256.25 | **Escrow Payments** | $0.00 | **Transaction Fee** | $0.00 | **Non-Monetary** | $0.00 |
| **TOTAL CURRENCY** | $11,172.25 | **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 02/01/2017-02/28/2017**

**Date Printed:** 3/1/2017
**Time Printed:** 4:58:14PM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 0100-0000-341804 | | 1,074.00 | 251.25 | 0.00 | 0.00 | 0.00 | 1,325.25 |
| 0100-0000-341904 | | 4,740.00 | 1,570.00 | 0.00 | 0.00 | 0.00 | 6,310.00 |
| 0100-0000-351304 | | 300.00 | 0.00 | 0.00 | 0.00 | 0.00 | 300.00 |
| 0100.0000.341804 | | 1,175.00 | 25.00 | 0.00 | 0.00 | 0.00 | 1,200.00 |
| 0399-0000-208822 | | 516.00 | 60.00 | 0.00 | 0.00 | 0.00 | 576.00 |
| 01-0399-0000-208022 | E-FILING STATE FEE FOR CIVIL | 860.00 | 100.00 | 0.00 | 0.00 | 0.00 | 960.00 |
| 01-0369-0000-341917 | TRUANT CONDUCT FEE | 250.00 | 250.00 | 0.00 | 0.00 | 0.00 | 500.00 |
| 01-0385-0000-341402 | VITAL STATISTICS PRESERVATION | 1.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 |
| **TOTALS :** | | 8,916.00 | 2,256.25 | 0.00 | 0.00 | 0.00 | 11,172.25 |

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 02/01/2017-02/28/2017**

**Date Printed:** 3/1/2017
**Time Printed:** 11:58:12AM

| 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 | 2 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| AFCAF | COUNTY ARREST FEE | 127 | 504.03 | 494.03 | 127.20 | 0.00 | 64.50 | 0.00 | 302.33 | 10.00 | 0.00 | 0.00 | 0100-0000-341804 |
| AFDPS | DPS ARREST FEE | 158 | 726.92 | 716.92 | 93.30 | 0.00 | 111.22 | 0.00 | 512.40 | 5.00 | 5.00 | 0.00 | 0399-0000-208400 |
| AFPWA | PARKS & WILDLIFE ARREST | 15 | 75.00 | 75.00 | 15.00 | 0.00 | 0.00 | 0.00 | 60.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| CAF | COUNTY ARREST FEE | 7 | 35.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CS | CHILD SAFETY | 7 | 129.00 | 129.00 | 29.00 | 0.00 | 60.00 | 0.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CVC | CRIME VICTIMS FUND | 9 | 135.00 | 135.00 | 15.00 | 0.00 | 0.00 | 0.00 | 120.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208300 |
| DIS | DISMISSAL FEE | 10 | 100.00 | 100.00 | 40.00 | 0.00 | 10.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| DLQ | DELINQUENT COLLECTIONS | 51 | 5,228.51 | 5,168.51 | 539.20 | 0.00 | 1,587.58 | 0.00 | 3,041.73 | 0.00 | 60.00 | 0.00 | 01.0100.0000.20701 |
| DSC | DEFENSIVE DRIVING | 45 | 445.50 | 445.50 | 69.30 | 0.00 | 227.70 | 0.00 | 148.50 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| FINE | FINE | 498 | 63,125.65 | 60,506.65 | 9,611.20 | 0.00 | 5,734.70 | 0.00 | 45,160.75 | 1,617.00 | 1,002.00 | 0.00 | 0100-0000-351304 |
| JCPT | JUDICIAL COURT PERSONNE | 6 | 11.00 | 11.00 | 2.00 | 0.00 | 0.00 | 0.00 | 9.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208500 |
| PWA | PARKS & WILDLIFE ARREST | 1 | 5.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| PWF | PARKS AND WILDLIFE FINE | 15 | 1,955.00 | 1,955.00 | 595.00 | 0.00 | 0.00 | 0.00 | 1,360.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209600 |
| TFC | TRAFFIC | 189 | 507.93 | 498.93 | 69.58 | 0.00 | 91.31 | 0.00 | 338.04 | 6.00 | 3.00 | 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 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| AFC4. | CONTABLE ARREST FEE | 5 | 22.40 | 22.40 | 2.40 | 0.00 | 0.00 | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| BOND | CASH BOND | 1 | 200.00 | 200.00 | 0.00 | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 01-0100-0000-20700 |
| C1W. | CONSTABLE 1 WARRANT | 9 | 417.25 | 417.25 | 50.00 | 0.00 | 17.25 | 0.00 | 350.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341911 |
| C3W. | CONSTABLE 3 WARRANT | 1 | 26.00 | 26.00 | 0.00 | 0.00 | 0.00 | 0.00 | 26.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341913 |
| C4W. | CONSTABLE 4 WARRANT | 60 | 2,321.45 | 2,221.45 | 427.45 | 0.00 | 227.29 | 0.00 | 1,566.71 | 0.00 | 100.00 | 0.00 | 0100-0000-341914 |
| CCC | CONSOLIDATED COURT ( | 370 | 12,469.44 | 12,229.44 | 2,079.72 | 0.00 | 1,843.83 | 0.00 | 8,305.89 | 120.00 | 120.00 | 0.00 | 0399-0000-208160 |
| CHS | COURTHOUSE SECURITY | 370 | 950.62 | 932.62 | 157.67 | 0.00 | 138.23 | 0.00 | 636.72 | 9.00 | 9.00 | 0.00 | 0360-0000-341150 |
| CHS2 | COURTHOUSE SECURITY | 4 | 1.10 | 1.10 | 0.00 | 0.00 | 0.58 | 0.00 | 0.52 | 0.00 | 0.00 | 0.00 | 0361-0000-341154 |
| CHS2A | COURTHOUSE SECURITY | 357 | 306.77 | 300.77 | 51.55 | 0.00 | 45.51 | 0.00 | 203.71 | 3.00 | 3.00 | 0.00 | 0361-0000-341154 |
| CMI | CORRECTIONAL MANAG | 5 | 2.50 | 2.50 | 0.50 | 0.00 | 0.00 | 0.00 | 2.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208730 |
| COM | COMMITMENT | 11 | 32.53 | 17.53 | 5.20 | 0.00 | 5.43 | 0.00 | 6.90 | 15.00 | 0.00 | 0.00 | 0100-0000-341804 |
| COPIES | COPIES | 7 | 30.55 | 30.55 | 0.00 | 0.00 | 0.00 | 0.00 | 30.55 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| CSF | CHILD SAFETY FUND | 2 | 41.00 | 41.00 | 16.00 | 0.00 | 0.00 | 0.00 | 25.00 | 0.00 | 0.00 | 0.00 | 0365.0000.341161 |
| CWF | WILLIAMSON COUNTY W | 35 | 1,438.35 | 1,338.35 | 20.00 | 0.00 | 433.35 | 0.00 | 885.00 | 50.00 | 50.00 | 0.00 | 0100-0000-341804 |
| FA | FUGITIVE APPREHENSIOI | 9 | 45.00 | 45.00 | 5.00 | 0.00 | 0.00 | 0.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208170 |
| IDF | INDIGENT DEFENSE FEE | 353 | 605.55 | 593.55 | 103.12 | 0.00 | 90.99 | 0.00 | 399.44 | 6.00 | 6.00 | 0.00 | 0399.0000.208703 |
| JCD | JUVENILE CRIME & DELI | 9 | 3.50 | 3.50 | 0.50 | 0.00 | 0.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208180 |
| JCM | JUVENILE CASE MANAGI | 325 | 1,381.70 | 1,356.70 | 257.80 | 0.00 | 185.30 | 0.00 | 913.60 | 15.00 | 10.00 | 0.00 | 0103690000370000 |
| JCP | JUDICIAL COURT PERSOI | 3 | 3.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208500 |
| JCTF | JUSTICE COURT TECHNO | 366 | 1,251.53 | 1,227.53 | 210.26 | 0.00 | 184.30 | 0.00 | 832.97 | 12.00 | 12.00 | 0.00 | 0372-0000-341144 |
| JRF | STATE JURY REIMBURSE | 361 | 1,231.53 | 1,207.53 | 206.26 | 0.00 | 184.30 | 0.00 | 816.97 | 12.00 | 12.00 | 0.00 | 0399-0000-208235 |
| JSF | JUDICIAL SUPPORT FEE | 361 | 1,837.05 | 1,801.05 | 309.38 | 0.00 | 275.28 | 0.00 | 1,216.39 | 18.00 | 18.00 | 0.00 | 0399-0000-208352 |
| MV | STATE CIVIL JUSTICE DA | 200 | 18.12 | 17.92 | 3.05 | 0.00 | 3.01 | 0.00 | 11.86 | 0.20 | 0.00 | 0.00 | 0399-0000-208415 |
| OGW | OVER GROSS WEIGHT | 5 | 2,445.00 | 2,445.00 | 0.00 | 0.00 | 300.00 | 0.00 | 2,145.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208850 |
| OVER | OVER PAYMENT OF FINE | 1 | 89.50 | 89.50 | 0.00 | 0.00 | 89.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0100-0000-209700 |
| PPW | PPW | 1 | 35.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| PWW | PARKS & WILDLIFE WAR | 1 | 35.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0.00 | 35.00 | 0.00 | 0.00 | 0.00 | 0399-0000-208400 |
| REL | RELEASE | 11 | 32.53 | 17.53 | 5.20 | 0.00 | 5.43 | 0.00 | 6.90 | 15.00 | 0.00 | 0.00 | 0100-0000-341804 |
| RRWF | ROUND ROCK POLICE DE | 2 | 56.29 | 56.29 | 0.00 | 0.00 | 50.00 | 0.00 | 6.29 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| SPF | SPECIAL PROCESSING FE | 13 | 2,750.00 | 2,750.00 | 350.00 | 0.00 | 250.00 | 0.00 | 2,150.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341804 |
| STF | STATE TRAFFIC FEE | 188 | 5,049.43 | 4,959.43 | 665.88 | 0.00 | 913.12 | 0.00 | 3,380.43 | 60.00 | 30.00 | 0.00 | 0399-0000-208425 |
| SUB | SUBPOENA FEE | 4 | 20.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| SUM | SUMMONS FEE | 31 | 119.62 | 119.62 | 34.50 | 0.00 | 31.70 | 0.00 | 53.42 | 0.00 | 0.00 | 0.00 | 0100-0000-341914 |
| TP | TIME PAYMENT | 73 | 1,308.76 | 1,183.76 | 276.75 | 0.00 | 148.33 | 0.00 | 758.68 | 50.00 | 75.00 | 0.00 | 0399-0000-208860 |
| TPDF | TRUANCY PREVENTION . | 298 | 516.76 | 510.76 | 96.06 | 0.00 | 67.59 | 0.00 | 347.11 | 4.00 | 2.00 | 0.00 | 01-0399-0000-20803 |
| TWF | TAYLOR POLICE DEPART | 2 | 70.00 | 20.00 | 20.00 | 0.00 | 0.00 | 0.00 | 0.00 | 50.00 | 0.00 | 0.00 | 0100-0000-341804 |
| TWFIN | TOLLWAY ADMINISTRAT | 9 | 358.44 | 358.44 | 0.00 | 0.00 | 26.67 | 0.00 | 331.77 | 0.00 | 0.00 | 0.00 | 0100-0000-207027 |

| TOTALS SUMMARY | 5003 | 110,506.81 | 106,912.61 | 16,560.03 | 200.00 | 13,404.00 | 0.00 | 76,748.58 | $2,077.20 | 1,517.00 | 0.00 |
|---|---|---|---|---|---|---|---|---|---|---|---|

| | | | | | | |
|---|---|---|---|---|---|---|
| **Direct Deposit** | $0.00 | | | **HB2398** | $0.00 | |
| **Cash** | $16,560.03 | | | **CSR Credit** | $1,517.00 | **Post for Refund** $0.00 |
| **Checks** | $200.00 | | | **Jail Credit** | $2,077.20 | **Over Payments** $0.00 |
| **Money Orders** | $13,404.00 | | | | | |
| **Credit Cards :** | $76,748.58 | **Escrow Payments** | $0.00 | **Transaction Fee** $0.00 | **Non-Monetary** | $0.00 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| **TOTAL CURRENCY** | $106,912.61 | **ESCROW PAID** | $0.00 | **TRAN. FEES** | $0.00 | **TOTAL** $3,594.20 | **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 02/01/2017-02/28/2017**

**Date Printed:** 3/1/2017
**Time Printed:** 11:58:12AM

| GL CODE | GL CODE DESCRIPTION | CURRENCY | CREDIT CARD | OTHERS | DIRECT DEPOSIT | HB 2398 | TOTALS |
|---|---|---|---|---|---|---|---|
| 01-0100-0000-207008 | | 200.00 | 0.00 | 0.00 | 0.00 | 0.00 | 200.00 |
| 0100-0000-209600 | | 595.00 | 1,360.00 | 0.00 | 0.00 | 0.00 | 1,955.00 |
| 0100-0000-209700 | | 89.50 | 0.00 | 0.00 | 0.00 | 0.00 | 89.50 |
| 0100-0000-341804 | | 1,933.20 | 3,999.51 | 199.00 | 0.00 | 0.00 | 6,131.71 |
| 0100-0000-341911 | | 67.25 | 350.00 | 0.00 | 0.00 | 0.00 | 417.25 |
| 0100-0000-341913 | | 0.00 | 26.00 | 0.00 | 0.00 | 0.00 | 26.00 |
| 0100-0000-341914 | | 723.34 | 1,660.13 | 100.00 | 0.00 | 0.00 | 2,483.47 |
| 0100-0000-351304 | | 15,345.90 | 45,160.75 | 2,619.00 | 0.00 | 0.00 | 63,125.65 |
| 0360-0000-341150 | | 295.90 | 636.72 | 18.00 | 0.00 | 0.00 | 950.62 |
| 0361-0000-341154 | | 97.64 | 204.23 | 6.00 | 0.00 | 0.00 | 307.87 |
| 0365.0000.341161 | | 16.00 | 25.00 | 0.00 | 0.00 | 0.00 | 41.00 |
| 0372-0000-341144 | | 394.56 | 832.97 | 24.00 | 0.00 | 0.00 | 1,251.53 |
| 0399-0000-208160 | | 3,923.55 | 8,305.89 | 240.00 | 0.00 | 0.00 | 12,469.44 |
| 0399-0000-208170 | | 5.00 | 40.00 | 0.00 | 0.00 | 0.00 | 45.00 |
| 0399-0000-208180 | | 0.50 | 3.00 | 0.00 | 0.00 | 0.00 | 3.50 |
| 0399-0000-208235 | | 390.56 | 816.97 | 24.00 | 0.00 | 0.00 | 1,231.53 |
| 0399-0000-208300 | | 15.00 | 120.00 | 0.00 | 0.00 | 0.00 | 135.00 |
| 0399-0000-208352 | | 584.66 | 1,216.39 | 36.00 | 0.00 | 0.00 | 1,837.05 |
| 0399-0000-208400 | | 219.52 | 647.40 | 10.00 | 0.00 | 0.00 | 876.92 |
| 0399-0000-208425 | | 1,579.00 | 3,380.43 | 90.00 | 0.00 | 0.00 | 5,049.43 |
| 0399-0000-208500 | | 2.00 | 12.00 | 0.00 | 0.00 | 0.00 | 14.00 |
| 0399-0000-208730 | | 0.50 | 2.00 | 0.00 | 0.00 | 0.00 | 2.50 |
| 0399-0000-208850 | | 300.00 | 2,145.00 | 0.00 | 0.00 | 0.00 | 2,445.00 |
| 0399-0000-208860 | | 425.08 | 758.68 | 125.00 | 0.00 | 0.00 | 1,308.76 |
| 0399.0000.208703 | | 194.11 | 399.44 | 12.00 | 0.00 | 0.00 | 605.55 |
| 0399-0000-208415 | | 6.06 | 11.86 | 0.20 | 0.00 | 0.00 | 18.12 |
| 0100-0000-207027 | | 26.67 | 331.77 | 0.00 | 0.00 | 0.00 | 358.44 |
| 01.0100.0000.207017 | DLQ FEE | 2,126.78 | 3,041.73 | 60.00 | 0.00 | 0.00 | 5,228.51 |
| 0103690000370000 | JUVENILE CASE MANAGER FUND | 443.10 | 913.60 | 25.00 | 0.00 | 0.00 | 1,381.70 |
| 01-0399-0000-208034 | TRUANCY PREVENTION AND DIVEI | 163.65 | 347.11 | 6.00 | 0.00 | 0.00 | 516.76 |
| **TOTALS :** | | 30,164.03 | 76,748.58 | 3,594.20 | 0.00 | 0.00 | 110,506.81 |

Detailed report has been sent to Auditor's Office.

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

**Meeting Date:** 03/21/2017

Property Tax Collections – February 2017

**Submitted For:** Larry Gaddes

**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 February 2017 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

020117-022817 GWI-RFM

020117-022817 GWI-RFM Graph

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 11:49 AM |
| Form Started By: Sandra Surratt | | Started On: 03/16/2017 10:35 AM |
| Final Approval Date: 03/16/2017 | | |

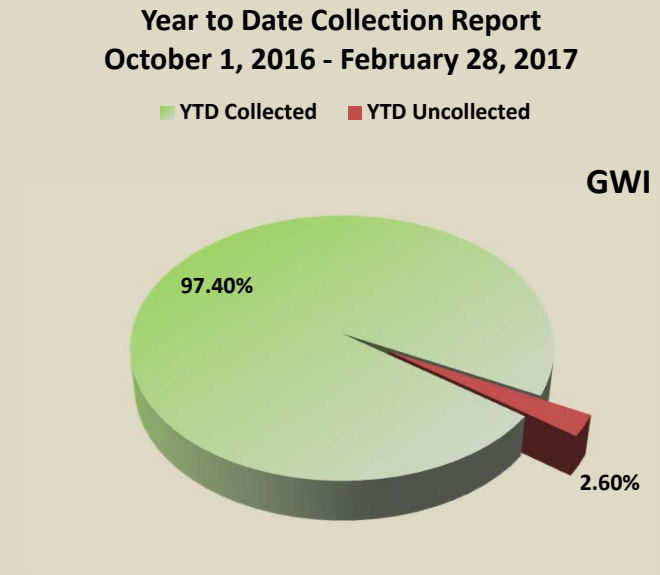
# YEAR TO DATE - COLLECTION REPORT
## Williamson County - GWI/RFM Property Taxes
## February 28, 2017

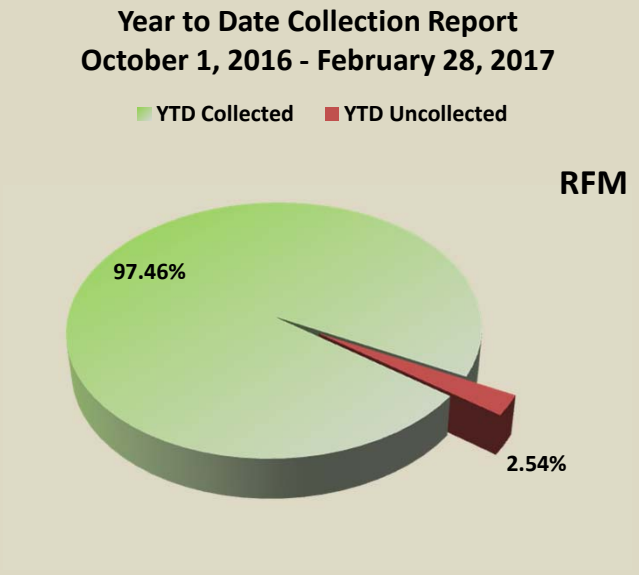
| Williamson County General Fund | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $226,223,062.05 | $478,874.06 | $226,701,936.11 | $3,189,570.39 | $163,558.64 | ($32,836.65) | $5,885,951.57 | $220,815,984.54 | 97.40% | 97.48% | 97.95% |
| 2015 & Prior | $2,047,458.40 | ($279,321.63) | $1,768,136.77 | $31,405.25 | $15,804.63 | $4,593.75 | $1,540,894.73 | $227,242.04 | 12.85% | 19.16% | |
| Rollbacks | $468,099.22 | $376,943.47 | $845,042.69 | $44,878.75 | $737.04 | $0.00 | $111,461.22 | $733,581.47 | 86.81% | 86.90% | |
| Total All | $228,738,619.67 | $576,495.90 | $229,315,115.57 | $3,265,854.39 | $180,100.31 | ($28,242.90) | $7,538,307.52 | $221,776,808.05 | 96.71% | 96.83% | |

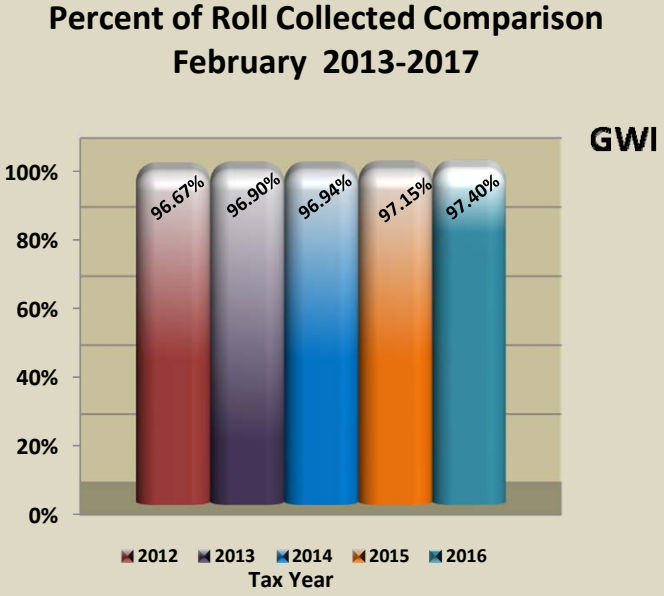
| Williamson County RFM | Tax Roll | Adjustments | Adjusted Tax Roll | Current Tax Collected | Penalty & Interest Collected | Variance | Uncollected Balance | YTD Collected | YTD Percent Collected | YTD Percent Collected w/P & I | YTD Percent Collected w/P & I & Prior Years |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 2016 | $20,562,004.13 | $47,622.79 | $20,609,626.92 | $291,620.64 | $14,893.09 | ($3,009.42) | $524,221.85 | $20,085,405.07 | 97.46% | 97.53% | 97.97% |
| 2015 & Prior | $172,606.65 | ($24,055.50) | $148,551.15 | $2,972.56 | $1,341.65 | $387.01 | $127,579.18 | $20,971.97 | 14.12% | 20.79% | |
| Rollbacks | $37,565.88 | $30,678.93 | $68,244.81 | $3,451.25 | $55.64 | $0.00 | $9,158.18 | $59,086.63 | 86.58% | 86.66% | |
| Total All | $20,772,176.66 | $54,246.22 | $20,826,422.88 | $298,044.45 | $16,290.38 | ($2,622.41) | $660,959.21 | $20,165,463.67 | 96.83% | 96.95% | |

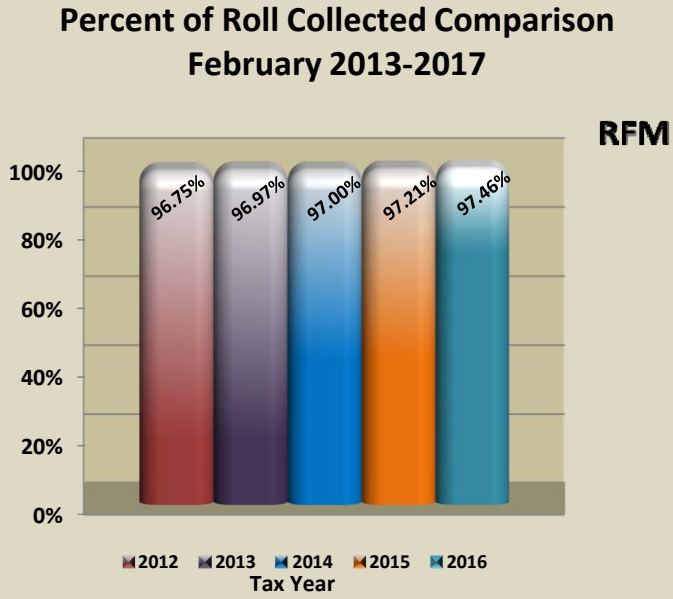
2016 COMBINED MONTHLY BREAKDOWN

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 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 |
| Dec-16 | $250,318,468.40 | ($278,681.38) | $250,039,787.02 | $132,850,048.98 | $23,630.70 | $593.98 | $97,433,287.37 | $152,606,499.65 |
| Jan-17 | $250,039,787.02 | $148,420.90 | $250,188,207.92 | $85,802,448.75 | $29,213.62 | $289.79 | $11,778,969.73 | $238,409,238.19 |
| Feb-17 | $250,188,207.92 | ($46,669.47) | $250,141,538.45 | $3,563,898.84 | $196,390.69 | ($30,865.31) | $8,199,266.73 | $241,942,271.72 |


Year to Date Collection Report
October 1, 2016 - February 28, 2017
YTD Collected
YTD Uncollected
GWI
97.40%
2.60%


Year to Date Collection Report
October 1, 2016 - February 28, 2017
YTD Collected
YTD Uncollected
RFM
97.46%
2.54%


Percent of Roll Collected Comparison
February 2013-2017
GWI
100%
80%
60%
40%
20%
0%
96.67%
96.90%
96.94%
97.15%
97.40%
2012
2013
2014
2015
2016
Tax Year


Percent of Roll Collected Comparison
February 2013-2017
RFM
100%
80%
60%
40%
20%
0%
96.75%
96.97%
97.00%
97.21%
97.46%
2012
2013
2014
2015
2016
Tax Year

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

**Meeting Date:** 03/21/2017

Property Tax Refunds – Over 2500 – February 2017

**Submitted For:** Larry Gaddes

**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 $2,500.00 for the month of February 2017 for the Williamson County Tax Assessor/Collector.

### Background

## Fiscal Impact

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

## Attachments

020117-022817 Refunds Over 2500

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 11:49 AM |
| Form Started By: Sandra Surratt | | Started On: 03/16/2017 10:41 AM |
| Final Approval Date: 03/16/2017 | | |

WILLIAMSON COUNTY
1848

Larry Gaddes PCAC, C T A
Tax Assessor/Collector

Date: March 16, 2017

To: Members of the Commissioners Court

From: Larry Gaddes PCAC, CTA

Subject: Property Tax Refunds

---

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.

Main Office and Mailing Address:
904 South Main Street
Georgetown, Texas 78626
Motor Vehicle Telephone: 512.943.1602
Property Tax Telephone: 512.943.1603
www.wilco.org/tax

Annex Locations:

1801 E. Old Settler's Blvd., Ste 115
Round Rock, Texas 78664
Telephone: 512.244.8644

350 Discovery Blvd., Ste. 101
Cedar Park, Texas 78613
Telephone: 512.260.4290

412 Vance St., Ste. 1
Taylor, Texas 76574
Telephone: 512.352.4140

# Property Tax
# Account QuickReport
### As of February 28, 2017

| Date | Num | Name | Memo | Amount |
|---|---|---|---|---|
| **Refunds Payable - Taxpayers** | | | | |
| 02/08/2017 | 60925 | CORELOGIC, INC | Multiple Accounts - Overpayments | -52,039.59 |
| 02/08/2017 | 60928 | SRIDHAR KONERU | R368230 - Double payment | -3,338.85 |
| 02/08/2017 | 60929 | SRIDHAR KONERU | R511242 - Double payment | -13,552.34 |
| 02/08/2017 | 60930 | SHAHENA SHAIK | R487658 - Double payment | -7,816.39 |
| 02/08/2017 | 60932 | PECAN GROVE SPVEF LP | R031213 - Double payment | -3,103.03 |
| 02/08/2017 | 60937 | FRANCISCO PUEBLA | R035562 - Double payment | -3,818.69 |
| 02/08/2017 | 60943 | SAPNA SHARMA | R538132 - Double payment | -4,539.10 |
| 02/08/2017 | 60944 | JASON NAPLES | R086890 - Double payment | -4,300.62 |
| 02/16/2017 | 60958 | LERETA, LLC | R543293 - Double payment | -5,002.98 |
| 02/16/2017 | 60960 | PNC MORTGAGE | R466174 - Erroneous payment | -6,465.47 |
| 02/16/2017 | 60962 | CORELOGIC, INC | R095109 - Overpayment | -3,154.11 |
| 02/16/2017 | 60965 | REGIONS MORTGAGE | R522717 - Double payment | -6,472.40 |
| 02/16/2017 | 60976 | CORELOGIC TAX SERVICES, LLC | R304154 - Double payment | -5,821.58 |
| 02/16/2017 | 60980 | SIDHI VEERESHAM KANDUKURI | R528010 - Double payment | -12,498.52 |
| 02/16/2017 | 60988 | DITECH FINANCIAL LLC | R439347 - Overpayment | -5,891.41 |
| 02/16/2017 | 60996 | B OF I FEDERAL BANK | R016275 - Double payment | -7,539.03 |
| 02/16/2017 | 60997 | JACK IN THE BOX | R413039 - Double payment | -25,012.69 |
| 02/16/2017 | 60999 | MECKEL 227 LLC | R543972 - Double payment | -5,794.43 |
| 02/17/2017 | 61007 | NEYRA INDUSTRIES INC | R020771 - Double payment | -16,353.33 |
| 02/17/2017 | 61018 | KAUSHIK GHOSH | R533283 - Double payment | -12,886.21 |
| 02/17/2017 | 61019 | CORELOGIC TAX SERVICES, LLC | Multiple Accounts - Double payments | -5,274.56 |
| 02/17/2017 | 61020 | COLONIAL SAVINGS | Multiple Accounts - Double payments | -31,693.34 |
| Total Refunds Payable - Taxpayers | | | | -242,368.67 |
| **TOTAL** | | | | **-242,368.67** |

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

**Meeting Date:** 03/21/2017

Treasurer

**Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Approve and enter into the official minutes of the Williamson County Commissioners Court the salary amounts and positions employed by the County Treasurer.

**Background**

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**Fiscal Impact**

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

**Attachments**

Treas.positionlist

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Wendy Coco | 03/07/2017 08:02 AM |
| Form Started By: Rebecca Clemons | | Started On: 03/06/2017 11:20 AM |
| Final Approval Date: 03/07/2017 | | |

## APPLICATION TO COMMISSIONERS COURT TO EMPLOY PERSONNEL

**To the Honorable Commissioners Court of Williamson County:**

**I** D. Scott Heselmeyer, Treasurer **of Williamson County, Texas, hereby make application to employ the following personnel:**

| Proposed Effective Date | Position | | Proposed Salary |
|---|---|---|---|
| 3/1/17 | Treasurer | 0722 | $93,879.76 |
| 3/1/17 | Chief Deputy Treasurer | 0725 | $57,749.64 |
| 3/1/17 | Deputy Treasurer - Finance | 0723 | $36,905.69 |
| 3/1/17 | Deputy Treasurer II | 0721 | $33,645.46 |
| 3/1/17 | Deputy Treasurer II | 0721 | $33,207.20 |
| | | | |
| | | | |
| | | | |
| | | | |

**Date:** 3/6/2017

Scott Heselmeyer

**Williamson County, Texas**

**Revised 10/16**

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

**Meeting Date:** 03/21/2017

CAHFC

**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 authorizing the County Judge to execute the General and No Litigation Certificates of Williamson County and Certificate of Approval relating to the Capital Area Housing Finance Corporation's Multifamily Housing Revenue Bonds (Savoy at San Marcos Apartments Project) Series 2017.

### Background

The certificates set forth that the Commissioners Court: (1) has not taken any action affecting the bonds subject of the certificate; (2) has not created any other corporation that currently has the power to make home mortgages or loans to lending institutions; (3) has no knowledge of any pending litigation against the Capital Area Housing Finance Corporation.

## Fiscal Impact

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

## Attachments

CAHFC Letter with Certificates

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/06/2017 08:55 AM |
| Form Started By: Hal Hawes | | Started On: 03/03/2017 03:28 PM |
| Final Approval Date: 03/06/2017 | | |

CAHFC
CAPITAL AREA
HOUSING FINANCE CORPORATION

February 27, 2017

The Honorable Dan A. Gattis
Williamson County Judge
Williamson County Courthouse
710 S. Main Street, Suite 101
Georgetown, Texas 78626

Re: Capital Area Housing Finance Corporation
Multifamily Housing Revenue Bonds
(Savoy at San Marcos Apartments), Series 2017

Dear Judge Gattis:

The Capital Area Housing Finance Corporation (the *"Corporation"*) will issue the above captioned Bonds in an aggregate principal amount not to exceed $25,000,000 in order to provide funds to finance the cost of a residential development that will provide decent, safe and sanitary housing at affordable prices for residents within the Corporation's jurisdiction. The Bonds will be special limited obligations of the Corporation payable solely from the collateral pledged to secure the Bonds. The sponsoring local political subdivisions of the Corporation are not in any way liable for the payment of the Bonds.

In connection with the issuance by the Corporation of the above-referenced Bonds, enclosed herewith are three (3) copies of the General and No Litigation Certificate (the *"General Certificate"*) for execution by you as the County Judge of the County of Williamson. I have included below for your convenience a description of the legal requirements behind the General Certificate.

The General Certificate is required by 1 TX A.D.C. §53.229 (or 15 Tex. Reg. 6289) and must be submitted to the Attorney General of the State of Texas, who will approve all documentation relating to the Bonds prior to the issuance of the Bonds. Paragraph 8 of the General Certificate specifically gives the Attorney General the right to date the General Certificate on the date of closing. **Please do not date this Certificate.** In addition, we have confirmed with the Office of the Attorney General of Texas that it is permissible for the County Judge to execute the General Certificate without a meeting of the Commissioners Court.

Please review the General Certificate and call me at 512-349-9104 with any questions or comments you may have. Otherwise, if all is in order, please execute all three (3) signature pages for the General Certificate and return them to Chapman and Cutler LLP, Bond Counsel to the Corporation, using the enclosed prepaid Federal Express envelope for delivery no later than March 29, 2017.

CAPITAL AREA HOUSING FINANCE CORPORATION

By _____
M. John Trofa
General Counsel

Enclosures

cc: Greg Boatright, Capital Area HFC Board Member for Williamson County
Jim Shaw, Executive Director of Capital Area HFC

## GENERAL AND NO LITIGATION CERTIFICATE OF WILLIAMSON COUNTY

We hereby certify that we are duly elected or appointed and acting officers of Williamson County, Texas (the *"County"*). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the *"Attorney General"*) and all persons interested in the validity of the proceedings of the Capital Area Housing Finance Corporation (the *"Corporation"*) related to the issuance by the Corporation of its bonds entitled "Capital Area Housing Finance Corporation Multifamily Housing Revenue Bonds (Savoy at San Marcos Apartments), Series 2017" issued in one or more series in an aggregate principal amount not to exceed $25,000,000 (the *"Bonds"*).

2. The Commissioners Court (the *"Governing Body"*) of the County authorized the membership of the County in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the *"Act"*), and approved the Articles of Incorporation and Bylaws of the Corporation (and all amendments thereto).

3. The officers and directors of the Corporation are currently as follows:

| NAME | OFFICE |
|---|---|
| Greg Boatright | President |
| Mark A. Mayfield | Vice-President |
| Jim Wither | Secretary |
| Robert A. Mauck | Director |
| Judge Ken Schawe | Director |
| Judge Edward Janecka | Director |
| Randy Leifeste | Director |
| Ryan Thomason | Director |
| Commissioner Mark Jones | Director |
| Commissioner Maurice Pitts, Jr. | Director |

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the

issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the County hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the County and the Governing Body and the County shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

EXECUTED AND DELIVERED AS OF THE DATE SET FORTH BELOW.

WILLIAMSON COUNTY, TEXAS

By _____
Judge Dan A. Gattis

ATTEST

By_____
|Deputy| County Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]

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

**Meeting Date:** 03/21/2017

ESD 7 Appointment of Keith Couch

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

**Department:** Commissioner Pct. #3

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on appointing Keith Couch to the Florence ESD #7 open board position with the term commencing effective immediately and continuing thereafter until December 31, 2018.

**Background**

Keith Couch will fill the open position left by Jim Moreland. Application and resume are available on request. Candidate was interviewed by Judge Gattis and Commissioner Covey.

---

**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 | 03/09/2017 11:52 AM |
| Form Started By: Debra Babcock | | Started On: 03/06/2017 05:07 PM |
| Final Approval Date: 03/09/2017 | | |

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

**Meeting Date:** 03/21/2017

Constable Precinct Two Deputy

**Submitted For:** Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

**Department:** Commissioner Pct. #2

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider and take appropriate action regarding the request of Constable Precinct Two, for the approval of Charlotte Renee Harrell to the open deputy constable position pursuant to Tex. Loc. Gov't Code 86.011.

### Background

Ms. Harrell is a 21-year veteran of law enforcement having served as a patrol officer, narcotics officer, field training officer, deputy constable, D.E.A. Task Force Officer and criminal investigator. She is a graduate of the Central Texas Colleges' Law Enforcement Academy and possesses a Master Peace Officer's Certification from the Texas Commission on Law Enforcement. Ms. Harrell previously served the Precinct 2 Constable's Office with distinction as a deputy constable - writ specialist from 2010 through 2013. She is a native of central Texas, and has lived in Williamson County since 2008. Ms. Harrell resides in Liberty Hill with her husband, James, who is a police officer for the City of Austin. In her spare time, Ms. Harrell is involved in church activities, enjoys hunting, fishing and camping with her husband and family at the many beautiful locations Texas offers.

## 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 | 03/15/2017 03:52 PM |
| Form Started By: Kathy Pierce | | Started On: 03/15/2017 02:46 PM |
| Final Approval Date: 03/15/2017 | | |

**Commissioners Court - Regular Session** **23.**

**Meeting Date:** 03/21/2017

Compensation Items

**Submitted For:** Tara Raymore **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 documentation for details.

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**Fiscal Impact**

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

**Attachments**

Comp Items

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Human Resources (Originator) | Tara Raymore | 03/14/2017 02:40 PM |
| Human Resources (Originator) | Tara Raymore | 03/15/2017 04:47 PM |
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 09:03 AM |
| Form Started By: Tara Raymore | | Started On: 03/14/2017 02:05 PM |
| Final Approval Date: 03/16/2017 | | |

| Department | PCN | EE ID | Budget Amount | *Requested Amount | Change Amount | % Change | Reason for Change | Available Funds | Earliest Oracle Effective Date |
|---|---|---|---|---|---|---|---|---|---|
| Road and Bridge | 1535 | 13926 | $32,500.00 | $33,500.00 | $1,000.00 | 3.08% | Merit | Unallocated | 3/10/2017 |
| Road and Bridge | 1675 | 13919 | $32,500.00 | $34,000.00 | $1,500.00 | 4.62% | Merit | Unallocated | 3/10/2017 |
| Road and Bridge | 1673 | 13911 | $32,500.00 | $33,500.00 | $1,000.00 | 3.08% | Merit | Unallocated | 3/10/2017 |
| Magistrate Office | 0181 | Vacant | $36,326.58 | $34,425.51 | -$1,901.07 | -5.23% | Salary decrease vacant position | To Unallocated | 3/10/2017 |
| 911 Communications | 0121 | Vacant | $39,571.27 | $34,791.27 | -$4,780.00 | -12.08% | Title , Grade change from Telecommunications Officer I B.21 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| 911 Communications | 0154 | Vacant | $37,641.84 | $34,791.27 | -$2,850.57 | -7.57% | Title , Grade change from Telecommunications Officer I B.21 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| 911 Communications | 0126 | Vacant | $39,571.27 | $34,791.27 | -$4,780.00 | -12.08% | Title , Grade change from Telecommunications Officer III B.23 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| 911 Communications | 0137 | Vacant | $40,768.00 | $34,791.27 | -$5,976.73 | -14.66% | Title , Grade change from Telecommunications Officer III B.23 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| 911 Communications | 0131 | Vacant | $42,388.76 | $34,791.27 | -$7,597.49 | -17.92% | Title , Grade change from Telecommunications Officer III B.23 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| 911 Communications | 0151 | Vacant | $40,362.71 | $34,791.27 | -$5,571.44 | -13.80% | Title , Grade change from Telecommunications Officer III B.23 to Telecommunications Officer Trainee B.20 | To Unallocated | 3/24/2017 |
| District Clerk | 9976 | Vacant | $11,908.00 | $12,740.00 | $832.00 | 6.99% | Salary increase vacant position | Unallocated | 3/24/2017 |
| Sheriff's Office | 1244 | Vacant | $87,121.06 | $102,076.26 | $14,955.20 | 17.17% | Grade, Salary change; from L5.10 to L5.18 | Unallocated | 3/10/2017 |
| Sheriff's Office | 1383 | Vacant | $90,067.12 | $91,868.40 | $1,801.28 | 2.00% | Grade, Salary change; from L4.17 to L4.18 | Unallocated | 3/10/2017 |
| District Attorney | 1790 | Vacant | $80,665.16 | $108,942.62 | $28,277.46 | 35.06% | Salary increase vacant position | PCN 0071 & Unallocated | 3/31/2017 |
| District Attorney | 0071 | Vacant | $108,942.62 | $98,661.16 | -$10,281.46 | -9.44% | Salary decrease vacant position | To PCN 1791 | 3/31/2017 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Building Maintenance | 0223 | 12965 | $68,799.98 | $70,299.98 | $1,500.00 | 2.18% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0224 | 04507 | $56,017.52 | $57,817.52 | $1,800.00 | 3.21% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0225 | 13440 | $38,200.01 | $38,700.01 | $500.00 | 1.31% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0226 | 12018 | $41,773.60 | $42,273.60 | $500.00 | 1.20% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0230 | 05013 | $49,595.50 | $50,795.50 | $1,200.00 | 2.42% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0231 | 03713 | $52,809.25 | $53,309.25 | $500.00 | 0.95% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0232 | 10097 | $36,787.13 | $37,487.13 | $700.00 | 1.90% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0233 | 05874 | $37,275.99 | $38,075.99 | $800.00 | 2.15% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0235 | 13465 | $32,603.19 | $33,103.19 | $500.00 | 1.53% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0237 | 05630 | $37,179.33 | $37,979.33 | $800.00 | 2.15% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0238 | 13208 | $34,243.18 | $34,893.18 | $650.00 | 1.90% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0239 | 13503 | $32,908.80 | $33,208.80 | $300.00 | 0.91% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 1724 | 13360 | $63,142.92 | $64,042.92 | $900.00 | 1.43% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0227 | 12676 | $43,100.00 | $43,699.09 | $599.09 | 1.39% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0236 | 13361 | $37,311.75 | $37,871.43 | $559.68 | 1.50% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0244 | 13462 | $52,508.40 | $53,296.03 | $787.63 | 1.50% | Merit | Unallocated | 3/10/2017 |
| Building Maintenance | 0245 | 11010 | $115,047.14 | $117,147.14 | $2,100.00 | 1.83% | Merit | Unallocated | 3/10/2017 |

*Amount may vary slightly due to Oracle rounding

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

**Meeting Date:** 03/21/2017

PSI Amendment 1 Material Testing for SOTC

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

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an Amendment No. 1 to Contract for Construction Materials Testing and Inspection for Williamson County Sheriff's Office Training Center, being dated January 10, 2017, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Professional Service Industries, Inc. (the "Engineer").

**Background**

Exhibit D - Rate Schedule of the executed Contract failed to include all rates needed to complete the project. This Amendment is to include the entire rate schedule.

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**Fiscal Impact**

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

**Attachments**

RFQ 1507-018 SOTC Material Test - Amend

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Form Started By: Sarah Ramos | | Started On: 03/08/2017 11:15 AM |
| Final Approval Date: 03/09/2017 | | |

# AMENDMENT NO. 1
# TO WILLIAMSON COUNTY CONTRACT FOR CONSTRUCTION MATERIALS TESTING AND INSPECTION FOR WILLIAMSON COUNTY SHERIFF'S OFFICE TRAINING CENTER

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Amendment No. 1 to Williamson County Contract for Construction Materials Testing and Inspection for Williamson County Sheriff's Office Training Center, being dated January 10, 2017, (the "Contract") by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Professional Service Industries, Inc. (the "Engineer").

## RECITALS

WHEREAS, Exhibit D – Rate Schedule of the Contract failed to include the entire rate schedule; and

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

## AGREEMENT

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

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

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

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

**Professional Service Industries, Inc**

By: _____
Signature

MARTIN J. ELLIOTT
Printed Name

DISTRICT MANAGER
Title

3-6-17
Date

**Williamson County, Texas**

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

**EXHIBIT D**

**RATE SCHEDULE**

psi Information To Build On
Engineering • Consulting • Testing

*Construction Services – Austin, TX*

# *SCHEDULE OF SERVICES AND FEES*

*Effective January 1st, 2016*

## SOILS

Laboratory testing of soils, delivered to our laboratory, in accordance with ASTM or AASHTO procedures and project specifications.

| | | |
|---|---|---|
| Moisture/Density Relationship of Soil (Proctor Test): | | |
| a. ASTM D-698 (Standard) | Each | $ 185.00 |
| b. ASTM D-1557 (Modified) | Each | $ 185.00 |
| d. TEX-113-E (Base Materials) | Each | $ 185.00 |
| c. TEX-114-E (Subgrade, Embankment, Backfill Materials) | Each | $ 185.00 |
| Atterberg Limits Determination (PI) | Each | $ 65.00 |
| Material Finer Than #200 Sieve (Wash/Dry) | Each | $ 65.00 |
| Sieve Analysis | Each | $ 65.00 |
| Unified Soil Classification | Each | $ 65.00 |
| Sample Preparation | Each | $ 65.00 |
| Standard Moisture/Density Relationship, Atterberg Limits, Sieve Analysis, Percent Passing No.200 Sieve, Unified Soil Classification, Sample Preparation | Each | $ 535.00 |

Field testing of soils in accordance with ASTM or AASHTO procedures and project specifications.

| | | |
|---|---|---|
| Nuclear Density Test ASTM D2922 | Each | $ 15.00 |
| Moisture Content of Soil | Each | $ 5.00 |

## CONCRETE and AGGREGATES

Laboratory testing of concrete, grout, mortar and aggregates, delivered to our laboratory, in accordance with ASTM or TEX procedures and project specifications.

| | | |
|---|---|---|
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | $ 18.00 |
| Trimming of Cylinders for ASTM Procedure (Contractor Made Only) | Each | $ 25.00 |
| Sieve Analysis of Coarse Aggregates | Each | $ 75.00 |
| Sieve Analysis of Fine Aggregates | Each | $ 75.00 |
| Specific Gravity and Absorption | Each | $ 55.00 |
| Bulk Density | Each | $ 50.00 |
| Materials Finer than #200 Sieve (Decant) | Each | $ 65.00 |
| Sand Equivalent | Each | $ 65.00 |
| Organic Impurities in Fine Aggregate | Each | $ 65.00 |
| Los Angeles Abrasion | Each | $ 225.00 |
| Crushed Face Particle Count | Each | $ 75.00 |
| Soundness of Aggregates (Magnesium or Sodium) | Each | $ 375.00 |

Field testing of concrete in accordance with ASTM procedures and project specifications.

| | | |
|---|---|---|
| Slump of Hydraulic Cement Concrete | Each | $ 6.00 |
| Air Content of Freshly Concrete by the Pressure Method | Each | $ 6.00 |
| Temperature of Freshly Mixed Portland-Cement Concrete | Each | $ 6.00 |
| Unit Weight of Concrete | Each | $ 6.00 |

## ASPHALT

Laboratory testing of asphaltic samples delivered to our laboratory, in accordance with ASTM procedures and project specifications

| | | |
|---|---|---|
| Extraction and Gradation | Each | $ 145.00 |
| Asphalt Coring Machine | Per Trip | $ 175.00 |
| Thickness Determination of Asphalt Cores | Each | $ 15.00 |
| Density Determination and Thickness of Asphalt Cores | Each | $ 30.00 |
| Theoretical Specific Gravity (Rice Method) | Each | $ 85.00 |
| Asphalt Stability | Each | $ 45.00 |

## MASONRY

Laboratory testing of masonry samples delivered to our laboratory, in accordance with ASTM Procedures and project specifications

| | | |
|---|---|---|
| Grout Prisms (Cured and/or Tested in Compression) | Each | $ 18.00 |
| Mortar Cubes (Cured and/or Tested in Compression) | Each | $ 18.00 |

## FIELD TESTING AND OBSERVATION SERVICES

| | | |
|---|---|---|
| Engineering Technician/ Inspector (minimum 4 hours)<br>(To perform field density testing, field testing of concrete, slump, air content, temperature, unit weight, cast concrete cylinders, masonry testing, proof rolling observation, drilled piers, reinforcing steel, post tensioning placement and stressing, floor flatness, fireproofing, wood framing, and concrete batch plant observation) | Per Hour | $ 45.00 |
| Asphalt Technician (minimum 4 hours)<br>(To perform asphalt placement observation, extraction gradation, asphalt stability, maximum theoretical specific gravity, lab molded density, air void determination of cores) | Per Hour | $ 52.00 |
| Structural Steel Technician (minimum 4 hours)<br>(To perform visual weld observation, bolting inspection, shear stud verification, NDE of welds, and fabrication shop observation) | Per Hour | $ 95.00 |
| Geotechnical Engineer<br>(Site visits, consultation, special reports) | Per Hour | $ 125.00 |
| Professional Engineer<br>(Site visits, consultation, special reports) | Per Hour | $ 138.00 |

## MANAGEMENT/TECHNICAL SERVICES

| | | |
|---|---|---|
| Project Manager | Per Hour | $ 94.00 |
| Report Review | Each | $ 25.00 |
| Project Setup fee | Each | $ 150.00 |
| Final Close-Out Letter / Report- as needed | Each | $ 375.00 |

## EQUIPMENT

| | | |
|---|---|---|
| Daily Equipment Charge * | Per Trip | $ 40.00 |
| Lime depth checks/field gradations | Per Test | $ 45.00 |
| Floor vapor emission test kits | Per Kit | $ 40.00 |
| Concrete Coring Rig Charge | Per Day | $ 150.00 |
| Asphalt Coring Machine | Per Trip | $ 175.00 |
| Generator | Per Trip | $ 75.00 |
| Core hole patching | Per Hole | $ 15.00 |
| Floor Flatness Equipment | | |
| Up to 10,000sf | Each | $ 550.00 |
| Over 10,000sf | Per SF | $ 0.06 |
| UT Flaw Detector Machine | Per Day | $ 130.00 |
| UT Couplant (minimum 1 pint) | Per Pint | $ 25.00 |
| PT Cleaner (minimum 1 can) | Per Can | $ 25.00 |
| PT Penetrant (minimum 1 can) | Per Can | $ 25.00 |
| MT Equipment | Per Day | $ 85.00 |
| MT Powder (minimum 1 lb) | Per Pound | $ 25.00 |
| Transportation Charge | Per Trip | $ 40.00 |

* Charges for the use of nuclear density gauge when testing soils compaction and for concrete equipment when performing concrete testing (slump cone, slump board, air content meter, wheel borrow, etc.)

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

**Meeting Date:** 03/21/2017

Diamond Surveying Work Authorization 7 for on call surveying

**Submitted For:** Terron Evertson **Submitted By:** Sarah Ramos, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Receive and acknowledge Work Authorization No. 7 under Williamson County Contract for Surveying Services between Diamond Surveying, Inc. and Williamson County dated February 18, 2015 for On Call Survey – Various County Roads for Williamson County Road and Bridge.

**Background**

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**Fiscal Impact**

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

**Attachments**

DIAMOND SURVEYING WA #7

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:05 PM |
| Form Started By: Sarah Ramos | | Started On: 03/14/2017 01:42 PM |
| Final Approval Date: 03/14/2017 | | |

## WORK AUTHORIZATION NO. 7

## PROJECT: On Call Survey – Various County Roads

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **February 18, 2015** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

Part1. The Surveyor will provide the following Surveying 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 **$50,000**.

Part 3. Payment to the Surveyor 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 Surveying 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. Surveyor 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 Surveyor 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 Surveyor.

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

EXECUTED this ____ day of _____, 20___.

SURVEYOR:

Diamond Surveying, Inc.

By: _____
Signature

SHANE SHAFER
Printed Name

PRES.
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 Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A - Services to be Provided by County

1. County will provide the specifications requirements for all surveys.
2. County will provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule.
3. County will provide aluminum caps for iron rods, if applicable.
4. County will provide brass caps for flush mount ROW markers, if applicable.
5. County will provide a single point of contact, to be identified upon Notice to Proceed.
6. County will provide project management.

Attachment B - Services to be Provided by Surveyor

Surveyor will perform field and office work to provide Professional Survey Services on an on-call basis as needed for survey tasks such as:

1. Perform record research to prepare efforts for field crew boundary search.
2. Perform field surveys to tie boundary monuments and evidence of right-of-way lines.
3. Prepare metes and bounds description with sketches for surveyed tracts of land.
4. Perform design surveys to locate, but are not limited to, existing utilities, topographical features, existing improvements and existing right-of-ways.
5. Prepare Microstation drawings showing results of survey.
6. Stake right-of-way lines for fence construction.
7. Perform construction surveys to
    - stake existing or proposed right-of-ways and centerline, proposed improvements.
    - recover and check existing control points
    - establish additional control points.
8. Perform quality assurance, quality control, and review of other surveyors' work.
9. Miscellaneous.

Attachment C - Work Schedule

Surveyor shall provide a work schedule for the assigned tasks. Work shall begin immediately upon receipt of agreement between County and Surveyor on the work schedule and authorization to proceed on assigned tasks.

Attachment D - Fee Schedule

STANDARD RATE SCHEDULE

Effective January 1, 2010, the following rates apply to work performed on an hourly-charge basis.

## DIRECT LABOR

### OFFICE PERSONNEL SERVICES

| Classification | Rates |
|---|---|
| Registered Professional Land Surveyor | $120.00 per hour |
| R.P.L.S. as expert witness | $165.00 per hour |
| Project Surveyor | $100.00 per hour |
| GPS Processor | $100.00 per hour |
| Survey Technician | $ 95.00 per hour |
| Secretary | $ 60.00 per hour |

### FIELD PARTY SERVICES

| Classification | Rates |
|---|---|
| 1-Man Field Party | $110.00 per hour |
| 2-Man Field Party | $140.00 per hour |
| 3-Man Field Party | $160.00 per hour |
| 4-Man Field Party | $180.00 per hour |

| Charges for special equipment: | |
|---|---|
| GPS Field Base Unit with Rover (R.T.K.) | $80.00 per hour |
| Additional Rover (R.T.K.) | $70.00 per hour |
| GPS Field Base Unit for Static Session | $70.00 per hour |
| Robotic Total Station with Rover | $80.00 per hour |

Notes:
Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.

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

**Meeting Date:** 03/21/2017

Professional Service Industries WA 1 for Construction Material Testing and Inspection for Williamson County SOTC

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

**Department:** Unified Road System

**Agenda Category:** Consent

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**Information**

**Agenda Item**

Receive and acknowledge Work Authorization No. 1 under Williamson County Contract for Surveying Services between Professional Service Industries, Inc. and Williamson County dated January 10, 2017 for Construction Material Testing and Inspection for Williamson County Sheriff's Office Training Center.

**Background**

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**Fiscal Impact**

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

**Attachments**

SOTC - Material Test&Inspec - WA#1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 03:10 PM |
| Form Started By: Sarah Ramos | | Started On: 03/14/2017 02:23 PM |
| Final Approval Date: 03/14/2017 | | |

## WORK AUTHORIZATION NO. 1

**PROJECT: Construction Material Testing and Inspection for Williamson County Sheriff's Office Training Center**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **January 10, 2017** and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Professional Service Industries, 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 **$37,314.00.**

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: | COUNTY: |
| --- | --- |
| PROFESSIONAL SERVICE LWS | Williamson County, Texas |
| By: _____ Signature | By: _____ Signature |
| MARTIN J. ELLIOTT Printed Name | _____ Printed Name |
| DISTRICT MANAGER Title | _____ Title |

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

## Attachment A - Services to be Provided by County

County will provide Notice to Proceed

County will provide single point of contact with County

County to provide contact information for CMAR Contractor

## Attachment B - Services to be Provided by Engineer

Attend job progress and other meetings as required

Provide services as described in the attached Anticipated Construction Materials Testing Services document.

## Attachment C - Work Schedule

Provide services for the duration of the construction project.

## Attachment D - Fee Schedule

See attached

# Anticipated Construction Materials Testing Services

**Williamson County Sheriff's Office Training Center ( Base Bid ) - Hutto, TX** — **Revision 2, (2/8/2017)**

| | Unit | Quantity | Unit Price | Item Total |
|---|---|---|---|---|
| **Earthwork Testing and Inspections** | | | | |
| **Building Pad Backfill Inspections- Continuous** | | | | |
| Engineering Technician/ Inspector (In-place Density Testing) | Per Hour | 40 | $45.00 | $1,800.00 |
| Standard Moisture Density Relationship, Atterberg Limits, Sieve Analysis, Percent Passing No. 200 Sieve, Unified Soil Classification, Sample Preparation Using TxDOT test Methods | Each | 2 | $535.00 | $1,070.00 |
| Engineering Technician/ Inspector (Sample Pick-up) | Per Hour | 4 | $45.00 | $180.00 |
| Daily Equipment Charge | Per Trip | 5 | $40.00 | $200.00 |
| Transportation Charge | Per Trip | 5 | $40.00 | $200.00 |
| Report Review | Each | 7 | $25.00 | $175.00 |
| | **Sub-Total** | | | **$3,625.00** |
| **Paving Subgrade & Flexible Base Preparation** | | | | |
| Engineering Technician/ Inspector (In-place Density Testing) | Per Hour | 52 | $45.00 | $2,340.00 |
| Comprehensive Moisture Density Relationship, Atterberg Limits, Sieve Analysis, Percent Passing No. 200 Sieve, Unified Soil Classification, Sample Preparation Using TxDOT Test Methods | Each | 2 | $535.00 | $1,070.00 |
| Engineering Technician/ Inspector (Sample Pick-up) | Per Hour | | $45.00 | $0.00 |
| Daily Equipment Charge | Per Trip | 12 | $40.00 | $480.00 |
| Transportation Charge | Per Trip | 13 | $40.00 | $520.00 |
| Report Review | Each | 15 | $25.00 | $375.00 |
| | **Sub-Total** | | | **$4,785.00** |
| **Utility Trench Backfill** | | | | |
| Engineering Technician/ Inspector (In-place Density Testing) | Per Hour | 60 | $45.00 | $2,700.00 |
| Daily Equipment Charge | Per Trip | 15 | $40.00 | $600.00 |
| Transportation Charge | Per Trip | 15 | $40.00 | $600.00 |
| Report Review | Each | 15 | $25.00 | $375.00 |
| | **Sub-Total** | | | **$4,275.00** |
| | **Earthwork Testing and Inspections Estimate** | | | **$12,685.00** |
| **Drilled Pier Installation Inspection** | | | | |
| **Drilled Shaft Pier Inspection- Continuous** | | | | |
| Engineering Technician/ Inspector (Drilled Pier Observation) | Per Hour | 80 | $45.00 | $3,600.00 |
| Engineering Technician/ Inspector - Overtime Hours | Per Hour | 20 | $67.50 | $1,350.00 |
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | 50 | $18.00 | $900.00 |
| Engineering Technician/ Inspector (Cylinder Pick-up) | Per Hour | 8 | $45.00 | $360.00 |
| Daily Equipment Charge | Per Trip | 10 | $40.00 | $400.00 |
| Transportation Charge | Per Trip | 12 | $40.00 | $480.00 |
| Report Review | Each | 22 | $25.00 | $550.00 |
| | **Sub-Total** | | | **$7,640.00** |
| | **Drilled Pier Installation Inspection Estimate** | | | **$7,640.00** |
| **Reinforcing Steel Inspection** | | | | |
| **Cast-In-Place Concrete Reinforcing Steel Inspection- Periodic** | | | | |
| Engineering Technician/ Inspector | Per Hour | 10 | $45.00 | $450.00 |
| Transportation Charge | Per Trip | 1 | $40.00 | $40.00 |
| Report Review | Each | 7 | $25.00 | $175.00 |
| | **Sub-Total** | | | **$665.00** |
| | **Reinforcing Steel Observation Estimate** | | | **$665.00** |

## Concrete Testing and Inspection

| Structural Concrete- Continuous | | | | |
|---|---|---|---|---|
| Engineering Technician/ Inspector (Concrete Sampling and Testing) | Per Hour | 46 | $45.00 | $2,070.00 |
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | 45 | $18.00 | $810.00 |
| Engineering Technician/ Inspector (Cylinder Pick-up) | Per Hour | 8 | $45.00 | $360.00 |
| Daily Equipment Charge | Per Trip | 7 | $40.00 | $280.00 |
| Transportation Charge | Per Trip | 13 | $40.00 | $520.00 |
| Report Review | Each | 20 | $25.00 | $500.00 |
| | **Sub-Total** | | | **$4,540.00** |

| Concrete Paving | | | | |
|---|---|---|---|---|
| Engineering Technician/ Inspector (Concrete Sampling and Testing) | Per Hour | 4 | $45.00 | $180.00 |
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | 4 | $18.00 | $72.00 |
| Engineering Technician/ Inspector (Cylinder Pick-up) | Per Hour | 4 | $45.00 | $180.00 |
| Daily Equipment Charge | Per Trip | 1 | $40.00 | $40.00 |
| Transportation Charge | Per Trip | 2 | $40.00 | $80.00 |
| Report Review | Each | 3 | $25.00 | $75.00 |
| | **Sub-Total** | | | **$627.00** |

| Miscellaneous Concrete ( Pond Weir, sidewalks ) | | | | |
|---|---|---|---|---|
| Engineering Technician / Inspector (Concrete Sampling and Testing) | Per Hour | 24 | $45.00 | $1,080.00 |
| Concrete Cylinders (Cured and/or Tested in Compression) | Each | 30 | $18.00 | $540.00 |
| Engineering Technician/ Inspector (Cylinder Pick-up) | Per Hour | 12 | $45.00 | $540.00 |
| Daily Equipment Charge | Per Trip | 6 | $40.00 | $240.00 |
| Transportation Charge | Per Trip | 9 | $40.00 | $360.00 |
| Report Review | Each | 15 | $25.00 | $375.00 |
| | **Sub-Total** | | | **$3,135.00** |

| | |
|---|---|
| **Concrete Testing and Inspection Estimate** | **$4,540.00** |

## Masonry Testing and Inspection

| Masonry Testing and Inspection- Periodic | | | | |
|---|---|---|---|---|
| Engineering Technician/ Inspector (Grout and Mortar Sampling and Testing) | Per Hour | 52 | $45.00 | $2,340.00 |
| Motar Cubes (2in x 2in x 2in Cubes)( 3 cubes/ set ) | Each | 27 | $18.00 | $486.00 |
| Grout Prisms (3in x 3in x 6in) ( 4 cyls/ set ) | Each | 36 | $18.00 | $648.00 |
| Engineering Technician/ Inspector (Sample Pick-up) | Per Hour | 12 | $45.00 | $540.00 |
| Daily Equipment Charge | Per Trip | 9 | $40.00 | $360.00 |
| Transportation Charge | Per Trip | 16 | $40.00 | $640.00 |
| Report Review | Each | 21 | $25.00 | $525.00 |
| | **Sub-Total** | | | **$5,539.00** |

| | |
|---|---|
| **Masonry Testing and Inspection Estimate** | **$5,539.00** |

## Asphaltic Concrete Testing and Observations

| Asphaltic Testing and Observation | | | | |
|---|---|---|---|---|
| Asphalt Technician (Asphaltic Concrete Sampling and Testing) | Per Hour | 12 | $52.00 | $624.00 |
| Extraction and Gradation | Each | 1 | $145.00 | $145.00 |
| Asphalt Stability | Each | 1 | $45.00 | $45.00 |
| Density and Thickness of Asphalt Cores | Each | 2 | $30.00 | $60.00 |
| Theoretical Specific Gravity | Each | 1 | $85.00 | $85.00 |
| Asphalt Coring Machine | Per Trip | 1 | $175.00 | $175.00 |
| Generator | Per Trip | 1 | $75.00 | $75.00 |
| Transportation Charge | Per Trip | 2 | $40.00 | $80.00 |
| Report Review | Each | 2 | $25.00 | $50.00 |
| | **Sub-Total** | | | **$1,339.00** |

| | |
|---|---|
| **Asphaltic Concrete Testing and Observation Estimate** | **$1,339.00** |

## Structural Steel Inspection

| Structural Steel Inspection- Periodic | | | | |
|---|---|---|---|---|
| Structural Steel Technician (CWI) | Per Hour | 20 | $95.00 | $1,900.00 |
| UT Flaw Detector Machine | Per Day | | $130.00 | $0.00 |
| UT Couplant | Per Pint | | $25.00 | $0.00 |
| Transportation Charge | Per Trip | 5 | $40.00 | $200.00 |
| Report Review | Each | 5 | $25.00 | $125.00 |
| | **Sub-Total** | | | **$2,225.00** |
| | **Structural Steel Inspection Estimate** | | | **$2,225.00** |

## Engineering & Technical Services

| Administrative and Technical Services | | | | |
|---|---|---|---|---|
| Project Manager | Per Hour | 20 | $94.00 | $1,880.00 |
| Project Set-up | Each | 1 | $150.00 | $150.00 |
| | **Sub-Total** | | | **$2,030.00** |
| **Professional Engineering Services** | | | | |
| Professional Engineer | Per Hour | 2 | $138.00 | $276.00 |
| Final Close-Out Letter / Report- as needed | Each | 1 | $375.00 | $375.00 |
| | **Sub-Total** | | | **$651.00** |
| | **Engineering & Technical Services Estimate** | | | **$2,681.00** |

## Testing Contingency

| 20% Testing Contingency for Unforeseen Circumstances | | |
|---|---|---|
| Contingency to be used on an as needed basis | **20% of $37,314.00** | **$7,462.80** |

## Construction Materials Testing and Observations Estimated Total $44,776.80

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

**Meeting Date:** 03/21/2017

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

**Submitted For:** Terron Evertson **Submitted By:** Patrick Hughes, 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 Siena Patio Homes subdivision - Pct 4.

**Background**

This is a simple, single-lot plat that will be developed as a series of condominium residential structures. There are no public roads. Required right-of-way has been dedicated for the CR 110 project.

---

**Fiscal Impact**

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

**Attachments**

Final Plat - Siena Patio Homes

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/07/2017 02:59 PM |
| Form Started By: Patrick Hughes | | Started On: 03/07/2017 11:46 AM |
| Final Approval Date: 03/07/2017 | | |

PLAT OF

# SIENA PATIO HOMES

SCALE: 1"=100'

0 100' 200' 300' 400'

CITY OF ROUND ROCK
CONTROL MONUMENT
BRASS DISK IN CONCRETE
No. 01-038

NORTHING: 10178429.1049
EASTING: 3154785.3870
ELEVATION: 716.2009
NAD 83/HARN 93 TEXAS
STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE

N27°54'14"W
3153.29'

SIENA KYLE COMMERCIAL
11.1361 ACRES
DOC No. 2008000334

R: 617.50'
L: 58.80'
Δ: 5°27'23"
CHORD BRNG:
N86°42'30"W
CHORD: 58.78'

MOZART STREET
S89°26'11"E
149.02'

N00°33'49"E
85.00'

N86°44'58"E
150.33'

N00°33'49"E
65.00'

RIGHT OF WAY BY PLAT
OF SIENA SECTION 20
S89°26'11"E 312.67'

65.00'

POINT OF
BEGINNING

10'PUE

10'PUE

MOZART ST.

N89°29'27"W
110.63'

APPROXIMATELY S20°36'45"W
13827.09' TO SW CORNER OF
ROBERT McNUTT SURVEY,
ABSTRACT No. 422

(BEARING BASIS)
S00°43'39"W
746.32'

COUNTY ROAD 110

RIGHT OF WAY TO WILLIAMSON COUNTY - 2.019 ACRES - DOC No. 2016071547 OPRWC

N00°30'33"E
797.33'

10'PUE

SEE SHEET 2 FOR
EASEMENT DETAILS

LOT 1, BLOCK A

N00°30'33"E
1517.73'

N89°29'27"W
25.00'

N00°30'33"E
124.64'

S35°22'23"W
20.04'

S56°27'00"W
286.51'

N89°44'10"E
393.79'

1% ANNUAL CHANCE FLOODPLAIN BY
APPROVED LOMR 16-06-0303P,
EFFECTIVE DATE OCTOBER 27, 2016

10'PUE

LOT 2, BLOCK A
(DRAINAGE EASEMENT)

N00°30'33"E
720.40'

S35°22'23"W
732.56'

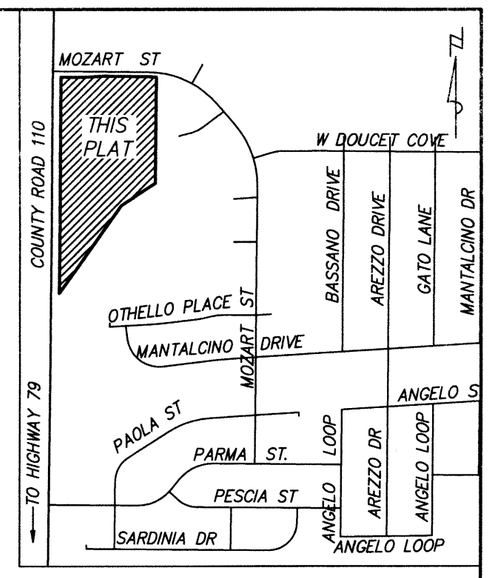
752.60'
S35°22'23"W

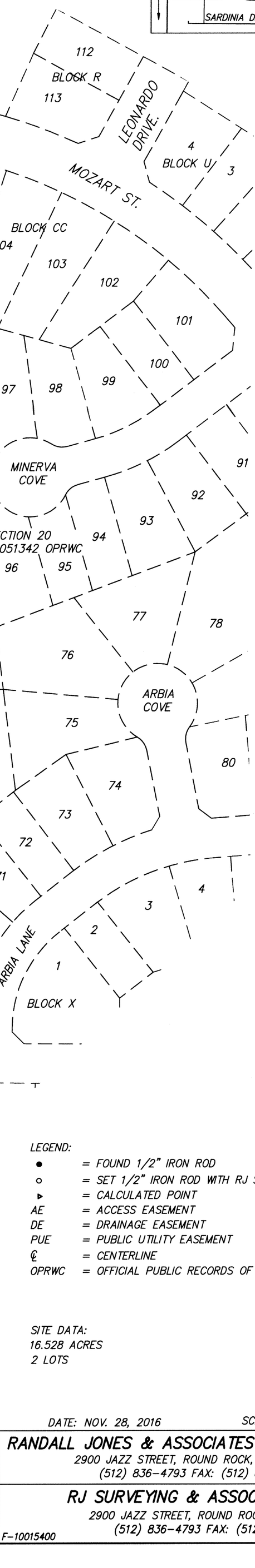
LOT 1-B, BLOCK CC
SIENA SECTION 25
DOC. No. 2015003378
OPRWC

LOT 50-A
BLOCK CC

SIENA SECTION 25
DOC. No. 2015003378
OPRWC

SIENA SECTION 20
DOC. No. 2016051342 OPRWC




LEGEND:

| | |
|---|---|
| ● | = FOUND 1/2" IRON ROD |
| ○ | = SET 1/2" IRON ROD WITH RJ SURVEYING CAP |
| ▸ | = CALCULATED POINT |
| AE | = ACCESS EASEMENT |
| DE | = DRAINAGE EASEMENT |
| PUE | = PUBLIC UTILITY EASEMENT |
| ℄ | = CENTERLINE |
| OPRWC | = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY |

SITE DATA:
16.528 ACRES
2 LOTS

DATE: NOV. 28, 2016 SCALE: 1" = 100'


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817
F-10015400




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PLAT OF

# SIENA PATIO HOMES

SCALE: 1" = 50'

0 50' 100' 150' 200'

N

MOZAR

S89°26'11"E

149.02' N89°26'11"W 10' PUE

150.33' N86°44'58"E

160.97'

S89°26'11"E 30.00' 25.00' 96.70' 10' PUE

617.50' 45.51' Δ=4°13'20"

19.84' S48°37'27"E

16.42' S38°01'31"W

145.06' N00°30'33"E

15' DE & PUE

60.00'

58.19' N00°30'33"E

10'R 25'R 15' 15' 15' 15' 10'R 25'R

15' PUE

330.00' N89°29'27"W ℄ 30' AE, DE & PUE

25'R 15'R 10' 10' PUE 10'R 25'R

15' PUE 30' AE, DE & PUE

270.00' N00°30'33"E

10' PUE 15' PUE 270.60' N00°30'33"E 10' PUE

782.33'

COUNTY ROAD 110

15' 15' 15' 10'

LOT 1, BLOCK A

651.58' N00°30'33"E

DE & PUE

746.32' S00°43'39"W

376.81' N00°30'33"E

10' DE & PUE

256.80' N00°30'33"E

30' AE, DE & PUE

10' PUE

25.00' DE 69.52'

160.00' N89°29'27"W ℄ 30' AE, DE & PUE 168.32' N89°29'27"W

120.00' N89°29'27"W 20.00' 10' PUE

25.00' N89°29'27"W

135.00' N89°29'27"W

10.00' ℄ 20' PUE

R=65.00' A=63.46 DELTA=55°56'27"

82.90' N56°27'00"E

R=115.00' A=68.36 DELTA=34°03'33"

106.21' N00°30'33"E

51.38'

235.13' S56°27'00"W

124.64' N00°30'33"E

123.02' N00°30'33"E

20' DE

122.75' N00°30'33"E

20.00'

120.01' 253.78'

393.79' N89°44'10"E

20.04' N35°22'23"E

DATE: NOV. 28, 2016 SCALE: 1" = 50'


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
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(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400




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PLAT OF

# SIENA PATIO HOMES

NOTES:

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH WATER SPECIAL UTILITY DISTRICT.
4. SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF ROUND ROCK.
5. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF SIENA MUNICIPAL UTILITY DISTRICT No. 1.
6. SIDEWALKS WILL BE MAINTAINED BY THE ADJACENT HOMEOWNERS.
7. THE COUNTY (WILLIAMSON COUNTY) WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE OR EASEMENTS IN THIS SUBDIVISION OUTSIDE OF THE ROADWAY RIGHT-OF-WAY. MAINTENANCE AND LIABILITY OF IMPROVEMENTS INCLUDING BUT NOT LIMITED TO LANDSCAPING, ILLUMINATION, SIDEWALKS, WATER QUALITY FEATURES, PRIVATE DRIVEWAYS, OR ANY OTHER IMPROVEMENTS REQUIRED BY OTHER GOVERNMENTAL AGENCIES SHALL NOT BE THE RESPONSIBILITY OF THE COUNTY.
8. THE CONSTRUCTION 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 PROPERTY 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 DRAINAGE OR PROTECTING THE ROAD SYSTEMS AND STREETS.
9. ALL PUBLIC ROADWAYS, RIGHTS-OF-WAY AND EASEMENTS SHOWN ON THIS PLAT ARE FREE OF LIENS.
10. 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 (BASE FLOOD ELEVATION), WHICHEVER IS HIGHER.

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT, SIENA NORTH DEVCO, INC., BEING THE OWNER OF THE CERTAIN 18.547 ACRE TRACT OF LAND DESCRIBED IN A DEED RECORDED IN DOCUMENT No. 2016056625 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS. DOES 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 "SIENA PATIO HOMES" 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 ___ DAY OF _____ 200__.

.

_____
JOHN LLOYD,
4720-4 ROCKCLIFF ROAD
AUSTIN, TEXAS 78746

THE STATE OF TEXAS

COUNTY OF

BEFORE ME ON THIS DAY PERSONALLY APPEARED JOHN LLOYD, 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 _____DAY OF _____, A. D., 20 __.

_____
NOTARY PUBLIC SIGNATURE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF

THAT INTERNATIONAL BANK OF COMMERCE, THE LIEN HOLDER OF THAT CERTAIN 18.547 ACRE TRACT OF LAND RECORDED IN DOCUMENT Nos. 2016056626, 2016056628, 2016057095, AND 2016058638 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 16.528 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE, AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

INTERNATIONAL BANK OF COMMERCE

BY:

_____
DATE

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____DAY OF _____, A. D., 20 __.

_____
NOTARY PUBLIC SIGNATURE

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF

THAT SIENA KYLE COMMERCIAL, LP., A TEXAS LIMITED PARTNERSHIP, THE LIEN HOLDER OF THAT CERTAIN 18.547 ACRE TRACT OF LAND RECORDED IN DOCUMENT Nos.2016056625 AND 2016056629 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY CONSENT TO THE SUBDIVISION OF THAT CERTAIN 16.528 ACRE TRACT OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, AND DOES FURTHER HEREBY JOIN, APPROVE AND CONSENT TO THE DEDICATION TO THE PUBLIC FOREVER USE OF THE STREETS, ALLEYS, EASEMENTS AND ALL OTHER LANDS INTENDED FOR PUBLIC DEDICATION AS SHOWN HEREON.

SIENA KYLE COMMERCIAL, LP., A TEXAS LIMITED PARTNERSHIP

BY: SIENA KYLE GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY
ITS GENERAL PARTNER

BY: _____
DOUGLAS B. KADISON, PRESIDENT
.
.

BEFORE ME ON THIS DAY PERSONALLY APPEARED DOUGLAS B. KADISON, 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 _____DAY OF _____, A. D., 20 __.

_____
NOTARY PUBLIC SIGNATURE

ENGINEER'S CERTIFICATION

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS, AS MODIFIED BY THE LETTER OF MAP REVISION No. 16-06-0303P, EFFECTIVE DATE OCTOBER 27, 2016.

I, J. KEITH COLLINS, 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 NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE

J. Keith Collins 2/20/17

J. KEITH COLLINS DATE
LICENSED PROFESSIONAL ENGINEER NO. 80579

STATE OF TEXAS
J. KEITH COLLINS
80579
REGISTERED
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.

Jon K. Weigand 2/17/2017

J. KENNETH WEIGAND DATE
R.P.L.S. NO. 5741
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

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

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

THAT 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

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____ A.D. _____, AT ___ O'CLOCK __ M. AND DULY RECORDED ON THE ___ DAY OF _____, A.D. _____ AT ___ O'CLOCK __ M IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY, IN DOCUMENT No.

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

NANCY RISTER, CLERK,
COUNTY COURT WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

THAT PART OF THE ROBERT McNUTT SURVEY, ABSTRACT No. 422, IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THAT 18.547 ACRE TRACT OF LAND CONVEYED TO SIENA NORTH DEVCO, INC., BY DEED RECORDED IN DOCUMENT No. 2016056625 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN at a 1/2" iron rod set in the South Line of Mozart Street at the Northwest Corner of Lot 105, Block CC, Siena Section 20, according to the plat thereof recorded in Document No. 2016051342 of the Official Public Records of Williamson County, Texas, and the Northeast Corner of said 18.547 Acre Tract;

THENCE S.00°43'39"W. along the East Line of said 18.547 Acre Tract and the West Line of said Lot 105 (at 681.61 feet pass the Southwest Corner of said Lot 105 and continue along the West Line of Lot 1-B, Block CC, Siena Section 25, according to the plat thereof recorded in Document No. 2015003378 of the Official Public Records of Williamson County, Texas) in all a distance of 746.32 feet to a 1/2" iron rod set;

THENCE along the Southeasterly Line of said 18.547 Acre Tract and the Northwesterly Line of said Lot 1-B the following two courses:

1. S.56°27'00"W. a distance of 286.51 feet to a 1/2" iron rod set;
2. S.35°22'23"W. a distance of 752.60 feet to a 1/2" iron rod set;

THENCE N.00°30'33"E. across said 18.547 Acre Tract a distance of 1517.73 feet to a 1/2" iron rod set in the North Line of said 18.547 Acre Tract and the South Line of Mozart Street;

THENCE along the North Line of said 18.547 Acre Tract and the South Line of Mozart Street the following four courses:

1. S.89°26'11"E. a distance of 149.02 feet to a 1/2" iron rod set;
2. N.86°44'58"E. a distance of 150.33 feet to a 1/2" iron rod set;
3. S.89°26'11"E. a distance of 312.67 feet to a 1/2" iron rod set at a point of curvature of a curve to the right;
4. Easterly, along the arc of said curve to the right a distance of 58.81 feet, said curve having a radius of 617.50 feet, a central angle of 05°27'23", and a chord bearing S.86°42'30"E., 58.78 feet to the said Point of Beginning.

Containing 16.528 acres, more or less.

S:\LAND2501-2550\2515\dwg\2515-plat.dwg 2/17/2017 2:40:03 PM CST

DATE: NOV. 28, 2016


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

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

**Meeting Date:** 03/21/2017

Discuss consider and take appropriate action on approval of the revised prelim plat for Tierra del Sol at Santa Rita Ranch West subdivision - Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Patrick Hughes, 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 revised preliminary plat for the Tierra del Sol at Santa Rita Ranch West subdivision - Pct 2.

**Background**

This is a revision to a portion of the Santa Rita Ranch West preliminary plat that was approved on December 17, 2013. The west portion of this plat has been revised to somewhat larger lots and the proposed roadways reconfigured. The revised preliminary plat review fee has been paid. The name of the overall development has also been changed from "Santa Rita Ranch West" to "Tierra del Sol at Santa Rita Ranch West".

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**Fiscal Impact**

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

**Attachments**

Revised Prelim Plat - Tierra del Sol at Santa Rita Ranch West

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Form Started By: Patrick Hughes | | Started On: 03/08/2017 02:10 PM |
| Final Approval Date: 03/09/2017 | | |

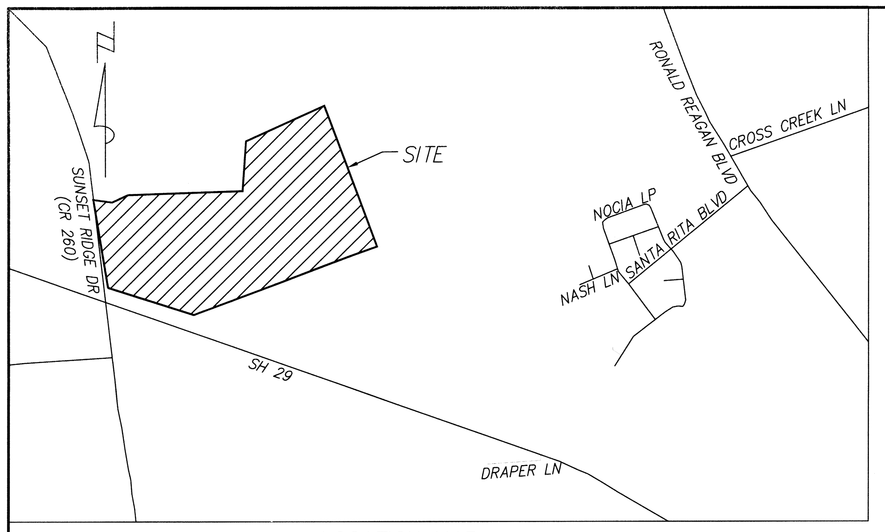
PRELIMINARY PLAN OF

# TERRA DEL SOL AT SANTA RITA RANCH WEST

WILLIAMSON COUNTY, TEXAS

SCALE: 1"=100'

0 100' 200' 300' 400'




LOCATION MAP 1"=1000'

NOTES:

1. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL No. 48491C0275E, EFFECTIVE DATE SEPTEMBER 29, 2008 FOR WILLIAMSON COUNTY, TEXAS.
2. WATER WILL BE PROVIDED BY: CHISHOLM TRAIL SUD
3. WASTEWATER SERVICE WILL BE PROVIDED BY: WILLIAMSON COUNTY MUD 19
4. A TEN FOOT (10') PUBLIC UTILITY EASEMENT WILL BE DEDICATED ALONG ALL PUBLIC RIGHT OF WAY.
5. A 25' BUILDING SETBACK FROM THE FRONT OF ALL LOTS AND A 15' STREET SIDE SETBACK WILL BE REQUIRED.
6. 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 THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
7. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A DEVELOPMENT PERMIT FROM THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR. 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.

LEGEND

| | |
|---|---|
| ● | = FOUND 1/2" IRON ROD |
| ●WLCO | = FOUND 1/2" IRON ROD WITH WILLIAMSON COUNTY CAP |
| DE | = DRAINAGE EASEMENT |
| ⊠ | = MAILBOX CLUSTERS |
| SDE | = SIGHT DISTANCE EASEMENT |
| OS | = OPEN SPACE |
| LS | = LANDSCAPE |
| DRWC | = DEED RECORDS WILLIAMSON COUNTY |
| OPRWC | = OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY |
| PRTC | = PLAT RECORDS WILLIAMSON COUNTY |

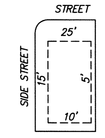
SITE DATA:

SURVEY: THE NOAH SMITHWICK SURVEY, ABSTRACT NO. 590

TOTAL ACRES 100.623 ACRES

| | |
|---|---|
| SINGLE FAMILY LOTS | 229 |
| OS LOTS | 2 |
| POND LOT | 1 |
| POND/DE LOT | 1 |
| OS/LS LOTS | 8 |
| LS LOTS | 7 |
| ELECTRIC LINE EASEMENT LOTS | 2 |
| COMMERCIAL LOT | 1 |
| TOTAL LOTS | 251 |

TYPICAL BUILDING SETBACKS FOR LOTS




ADJACENT OWNER ADDRESSES:

SANTA RITA INVESTMENTS LTD
8200 MOPAC #STE 300
AUSTIN, TX 78759

R29 INVESTMENTS LLC
8200 MOPAC #STE 300
AUSTIN, TX 78759

KYLE & KEITH A LOSSEN
PO BOX 302075
AUSTIN, TX 78703

BRUCE PATTERSON
12002 N LAMAR
AUSTIN, TX 78758

SOLARIUS VENTURES LLC
PO BOX 559
DURANT, OK 74702

SAMUEL & AMANDA FRIEDMAN
10000 W STATE HIGHWAY 29
LIBERTY HILL, TX 78642

RAYMOND L & LEILA CARR BOSTICK
10090 W STATE HIGHWAY 29
GEORGETOWN, TX 78628

TEXAS MARGARITAS INC
C/O MARGARITAS PATIO INC
10280 W STATE HIGHWAY 29
LIBERTY HILL, TX 78642

DAVIS JOE WESLEY & DEANN D KURIO
TRUSTEES OF THE JOE & LOUISE DAVIS FAMILY TRUST
201 CR 260
LIBERTY HILL, TX 78642

LARRY EVERETT & MAYDALE FOUST
350 CR 260
LIBERTY HILL, TX 78642

NEW STREETS

| NAME | ROW WIDTH | LENGTH |
|---|---|---|
| TERRA DEL SOL PARKWAY | 60 | 3421 |
| ARBORWOOD COVE | 50 | 226 |
| BRITTANY WOODS LOOP | 50 | 1745 |
| CASCIA COVE | 50 | 119 |
| BENT TWG COVE | 50 | 486 |
| SUMMIT PARK | 50 | 364 |
| BARBOSA COVE | 50 | 798 |
| LADERA DRIVE | 50 | 2473 |
| ISABELLA WAY | 50 | 675 |
| URBINO STREET | 50 | 310 |
| ZUMA DRIVE | 50 | 405 |
| ANNADALE DRIVE | 50 | 1156 |
| APPLETON WAY | 50 | 1697 |
| CANTOR COURT | 50 | 221 |
| BRITTANY WOODS COVE | 50 | 128 |
| TOTAL: | | 14,096 |

DESIGN SPEED:

ALL STREETS ARE 30 MPH.

DESCRIPTION:

100.62 ACRES IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE NOAH SMITHWICK SURVEY, ABSTRACT 590, AND BEING PART OF THAT 103.80 ACRE TRACT OF LAND CONVEYED TO R29 INVESTMENTS, LLC, BY DEED RECORDED IN DOCUMENT NO. 2013064831 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS.

OWNER:
R29 INVESTMENTS LLC
8200 N. MOPAC
SUITE 300
AUSTIN, TX 78759

DATE: 22 NOVEMBER, 2016 SCALE: 1" = 100'


RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 JAZZ STREET, ROUND ROCK, TEXAS 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400


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

2/2/2017

S:\LAND2051-2100\2050\dwg\2055-PREL.dwg 2/1/2017 4:45:58 PM CST

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

**Meeting Date:** 03/21/2017

Discuss consider and take appropriate action on approval of the revised plat for the Rancho Santa Fe Sec 1 subdivisior - Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss consider and take appropriate action on approval of the revised plat for Lot 1 Block C & Lots 11-13 Block A of the Rancho Santa Fe Sec 1 subdivision - Pct 2

**Background**

This is a simple revision to a small portion of the Rancho Santa Fe Sec 1 plat. The easement along the north boundary line of these four lots has been modified to accommodate the recent 45-foot wide Seminole Pipeline Co. agreement. There are no changes being proposed to the actual lot dimensions.

---

**Fiscal Impact**

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

**Attachments**

Replat - Lot 1 Block C & Lots 11-13 Block A of the Rancho Santa Fe Sec 1

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**Form Review**

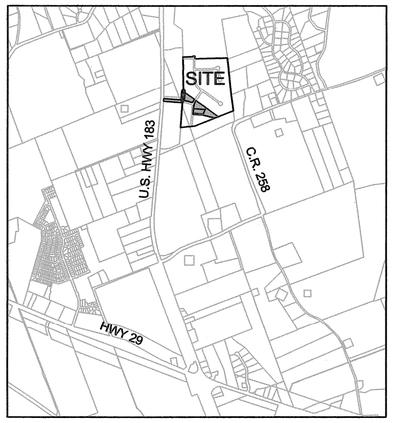
| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:05 PM |
| Form Started By: Patrick Hughes | | Started On: 03/10/2017 09:11 AM |
| Final Approval Date: 03/14/2017 | | |

AN AMENDED PLAT OF

# LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT

SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

DECEMBER 2016




LOCATION MAP
N.T.S.

LOT OWNERS:

LOT 1, BLOCK C
MACNAK, L.L.C.
c/o BRUCE NAKFOOR
111 CONGRESS AVE
SUITE #3000
AUSTIN, TX 78701
PH: (512)-656-6244
bnakfoor@3000partners.com

LOT 13, BLOCK A
JOE P. & JOAN M. GIDDENS
14101 RANCH ROAD 2243
LEANDER, TX 78641
PH: (512)-422-1391
jdiddens@giddenshomes.com

LOT 11, BLOCK A
MHI PARTNERSHIP, LTD.
7676 WOODWAY DRIVE,
SUITE 104
HOUSTON, TX 77063
caelder@mhinc.com

LOT 12, BLOCK A
MHI MODELS, LTD
7676 WOODWAY DRIVE,
SUITE 104
HOUSTON, TX 77063
caelder@mhinc.com

ENGINEER & SURVEYOR:

HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PH: (512)837-2446
FAX: (512)837-9463
tehaynie@haynieconsulting.com

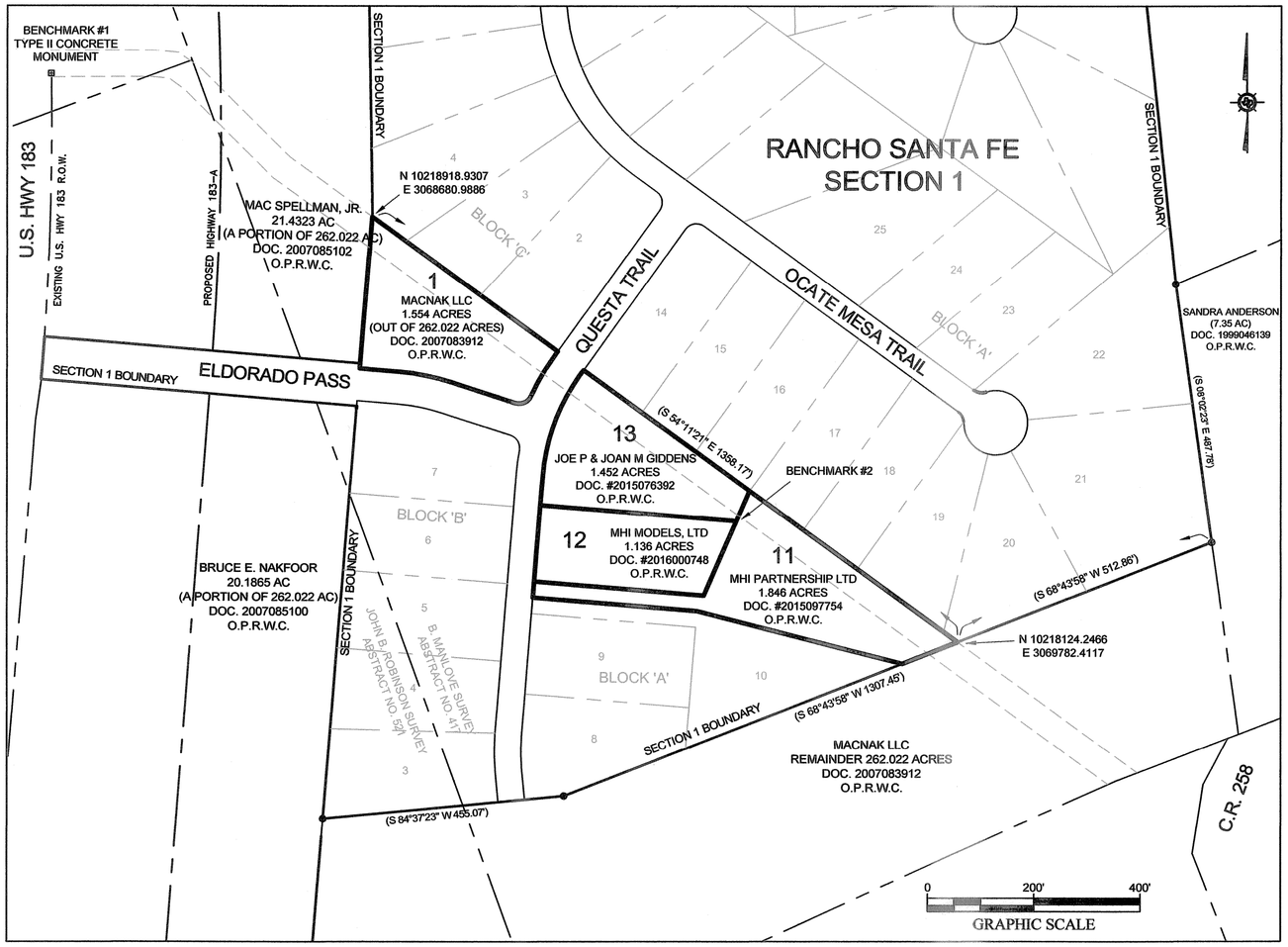
BENCHMARK NOTE

BM #1 - A TYPE II CONCRETE MONUMENT FOUND IN THE EAST RIGHT-OF-WAY OF U.S. HWY 183 AS SHOWN HEREON.
N=10219186.350
E=3068076.880
ELEV. = 1046.61'

BM #2 - A 1/2" IRON ROD FOUND AT THE REAR SOUTHEAST CORNER OF LOT 13, BLOCK A, BEING ALSO THE REAR NORTHEAST CORNER OF LOT 12, BLOCK A, IN A NORTHWEST LINE OF LOT 11, BLOCK A.
N=10218349.509
E=3069366.047
ELEV.= 1000.99'

GENERAL NOTES

1. TOTAL RECORD ACREAGE: 5.988
2. PATENT SURVEY: B. MANLOVE, A-417
2. NUMBER OF RESIDENTIAL LOTS: 4
4. NUMBER OF BLOCKS: 2
5. AREA OF SMALLEST LOT: 1.136 ACRES
6. PROPOSED USE: SINGLE FAMILY RESIDENTIAL.
7. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY CITY OF GEORGETOWN WESTERN DISTRICT.
8. SEWER SERVICE TO BE PROVIDED BY ON-SITE SEWAGE FACILITY.
9. ALL STREETS SHOWN HEREON ARE EXISTING.
10. ALL DWELLINGS PLACED ON THESE SUBDIVISION LOTS MUST BE CONNECTED TO SEPTIC TANKS OR DISPOSAL FACILITIES MEETING THE SPECIFICATIONS AND CONDITIONS OF THE STATE DEPARTMENT OF HEALTH AND THE PRIVATE SEWAGE FACILITY REGULATIONS APPLICABLE TO WILLIAMSON COUNTY AS OF THE DATE OF APPLICATION.
11. ALL DRIVEWAY CULVERTS IN THIS SUBDIVISION SHALL BE 18" MINIMUM.
12. NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY AGENCY BOUNDARY MAP COMMUNITY PANEL NUMBERS 48491CO250E AND 48491CO275E, EFFECTIVE DATE SEPTEMBER 26 , 2008 FOR WILLIAMSON COUNTY, TEXAS.




## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| ( ) | RECORD INFORMATION |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| _ _ _ _ | ADJACENT PROPERTY LINE |

WILLIAMSON COUNTY COMMISSIONERS COURT RESOLUTION AND APPROVAL

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. 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 REQUESTED.

PLAT NOTES

1. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
2. A TEN FOOT (10') P.U.E. ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED FOR ALL STREET SIDE LOTS SHOWN HEREON.
3. A SEVEN AND A HALF FOOT (7.5') P.U.E. ABUTTING ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED.
4. 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 WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
5. 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.
6. RESIDENTIAL DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHTS-OF-WAY THAN 60 PERCENT OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED.
7. LOT 11, BLOCK A SHALL NOT BE FURTHER SUBDIVIDED.
8. THIS REPLAT IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF "RANCHO SANTA FE SECTION 1 FINAL PLAT" AS RECORDED IN DOCUMENT NO. 2014101204 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
9. 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.
10. A DEFACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1, BLOCK C AND LOTS 11, 12 AND 13, BLOCK A. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT (WCCHD) NOTES

1. ON SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.
2. NO DEVELOPMENT SHALL BEGIN ON LOTS ENCROACHED BY FEMA ZONE A & AE PRIOR TO ISSUANCE OF A FLOODPLAIN DEVELOPMENT PERMIT BY WILLIAMSON COUNTY FLOOD ADMINISTRATOR.
3. NO STRUCTURE OR LAND ON THIS BLUE LINE (SURVEY) SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE APPLICATION FORM TO THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
4. PRIOR TO ANY CHANNEL ALTERATIONS, BRIDGE CONSTRUCTION, FILL, DREDGING, CHANNEL IMPROVEMENT, STORAGE OF MATERIALS OR ANY OTHER CHANGE OF THE 100 YEAR FLOODPLAIN LOCATED WITHIN THE BLUE LINE (SURVEY) AN APPLICATION FOR FLOODPLAIN DEVELOPMENT PERMIT WITH A DESCRIPTION OF THE EXTENT TO WHICH THE WATERCOURSE OR NATURAL DRAINAGE WILL BE ALTERED OR RELOCATED AS A RESULT OF THE PROPOSED DEVELOPMENT MUST BE SUBMITTED TO AND APPROVED BY THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR. ALL SPECIFICATIONS AND DETAILS NECESSARY FOR COMPLETE REVIEW MUST BE PROVIDED.
5. NO NEW CONSTRUCTION, SUBSTANTIAL IMPROVEMENTS AND OTHER DEVELOPMENT IS PERMITTED WITHIN THE ADOPTED REGULATORY FLOODWAY UNLESS IT HAS BEEN DEMONSTRATED THROUGH HYDROLOGIC AND HYDRAULIC ANALYSES PERFORMED IN ACCORDANCE WITH STANDARD ENGINEERING PRACTICE THAT THE PROPOSED ENCROACHMENT WOULD NOT RESULT IN ANY INCREASE IN FLOOD LEVELS WITHIN THE COMMUNITY DURING THE OCCURRENCE OF THE BASE FLOOD DISCHARGE.
6. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN WESTERN DISTRICT.
7. ALL RESIDENTIAL LOTS ARE (1) ACRE OR GREATER IN SIZE.
8. ON SITE SEWAGE FACILITY DISPOSAL FIELDS SHALL BE SET BACK FROM DRAINAGE WAYS, DRAINAGE EASEMENTS, AND WATER COURSES A DISTANCE OF 25, 50 OR 75 FEET AS DETERMINED BY THE TYPE OF SEWAGE FACILITY INSTALLED AND AS REQUIRED BY THE WCCHD.
9. THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE. THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER POLLUTION ABATEMENT PLAN (WPAP) IS REQUIRED. NO CONSTRUCTION IN THE SUBDIVISION MAY BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED IN WRITING THE WATER POLLUTION ABATEMENT PLAN (WPAP).

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

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

Deborah L Marlow, RS 3/1/2017

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


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00


DESCRIPTION | DATE

JOB NUMBER: 651-16-05
DATE: Nov - Dec 2016
SCALE:
TECH: KS
CHECKED BY: BJ

COVER SHEET

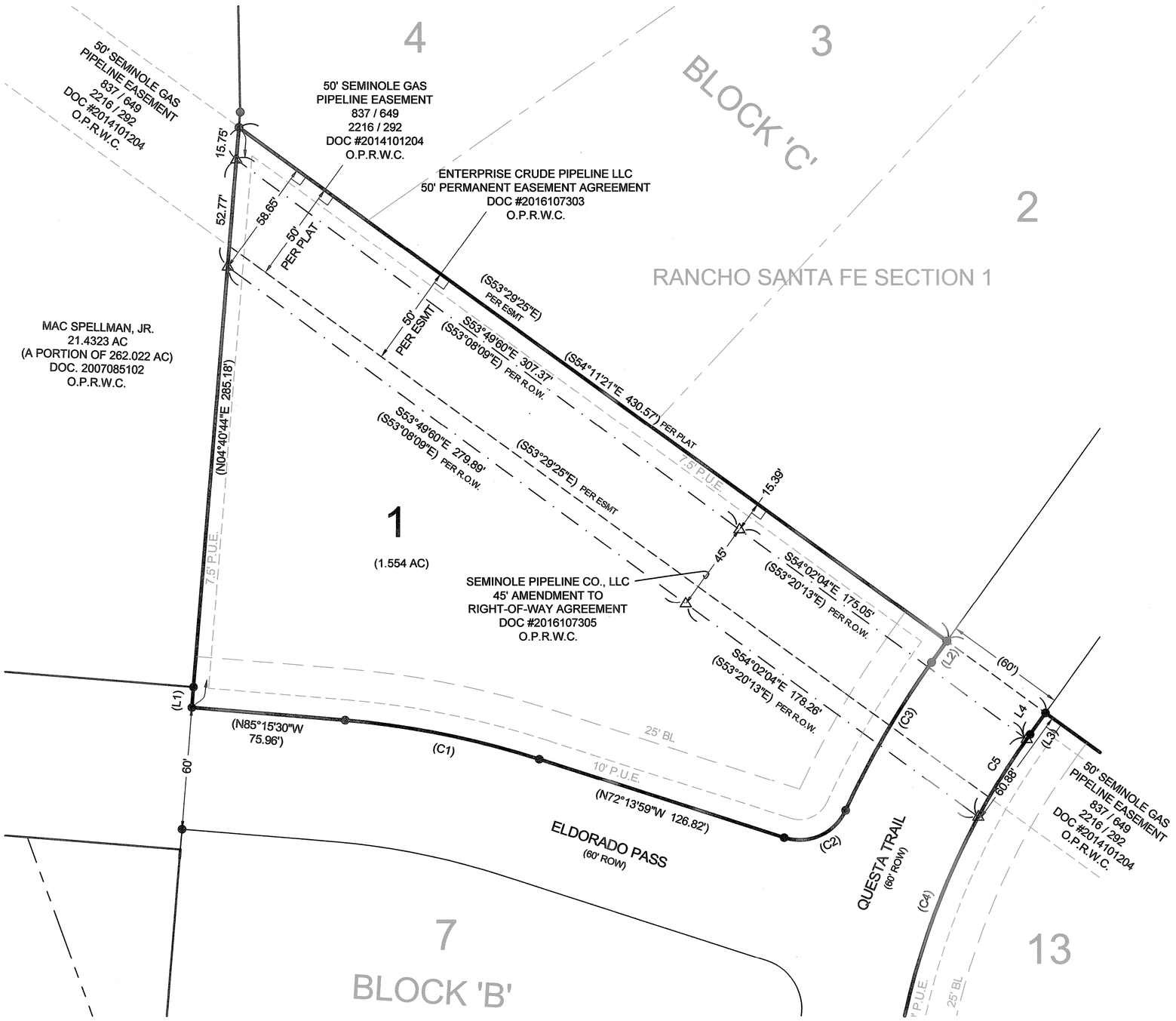
SHEET NO.
1 OF 5

X:\651 Bruce Nakfoor\651-16-05 RSF Sec 1 Lot 1C 11A 13A Replat\DWG\651-16-05 RSF Sec 1 Replat BASEMAP.dwg Feb 14, 17 8:52 am

AN AMENDED PLAT OF

# LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT

SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.




0 40' 80'

GRAPHIC SCALE

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ( ) | RECORD INFORMATION |
| BL | BUILDING LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| | ADJACENT PROPERTY LINE |
| | RIGHT OF WAY EASEMENT |
| | EASEMENT LINE |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L4 | N35°53'06"E | 15.87' |
| | (N35°47'39"E) PER ESMT | |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC | RADIUS | DELTA | BEARING | CHORD |
| C5 | 37.07' | 370.00 | 05°44'33" | S31°58'60"W | 45.11' |

| RECORD LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| (L1) | N04°40'44"E | 10.00' |
| (L2) | S35°55'33"W | 12.85' |
| (L3) | N35°55'33"E | 12.97' |

| RECORD CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC | RADIUS | DELTA | BEARING | CHORD |
| (C1) | 97.75' | 430.00 | 13°01'31" | N78°44'44"W | 97.54' |
| (C2) | 36.24' | 25.00' | 83°03'26" | S66°14'18"W | 33.15' |
| (C3) | 84.18' | 430.00' | 11°12'58" | S30°19'04"W | 84.04' |
| (C4) | 201.79' | 370.00' | 31°14'50" | S20°18'08"W | 199.29' |


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1010 Providence Lane
Round Rock, Texas 78664-3276
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TBPE FIRM # F-002411, TBPLS FIRM # 100260-00


| DATE | DESCRIPTION |
|---|---|
| | |

JOB NUMBER: 651-16-05
DATE: Nov - Dec 2016
SCALE:
TECH: KS
CHECKED BY: BJ

## AMENDED PLAT OF LOT 1, BLOCK C RANCHO SANTA FE SECTION 1 FINAL PLAT WILLIAMSON COUNTY, TEXAS

SHEET NO.

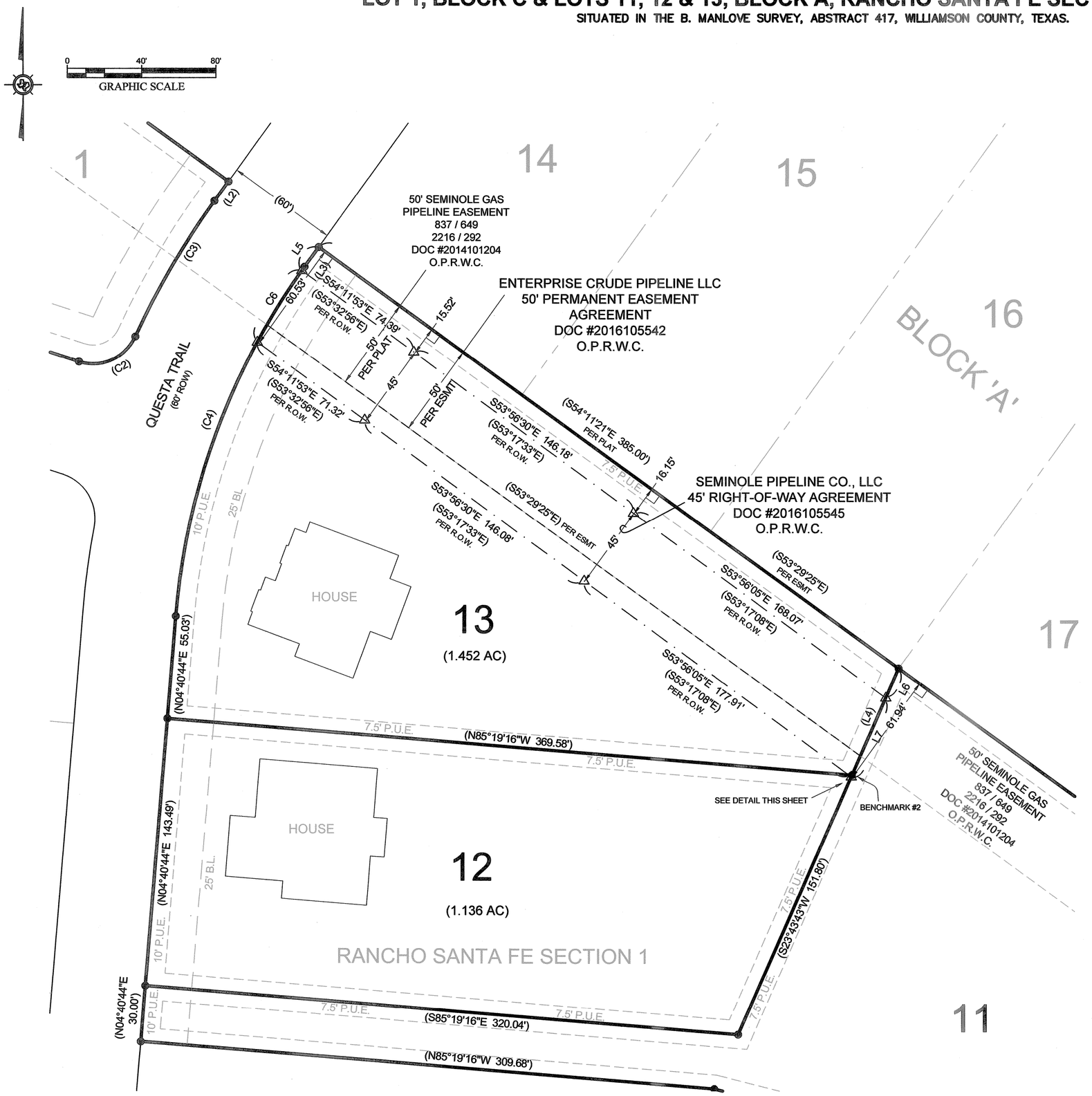
2 OF 5

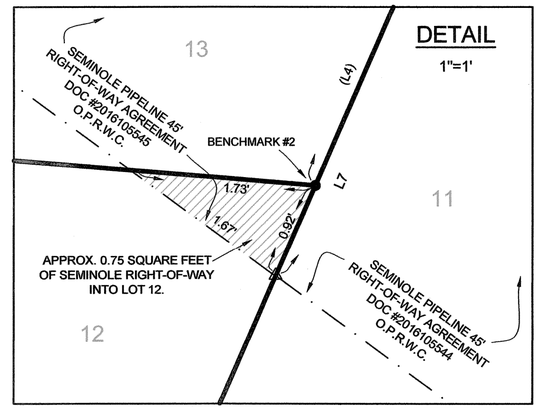
X:\651 Bruce Nakfoor\651-16-05 RSF Sec 1 Lot 1C 11A 13A Replat\DWG\651-16-05 RSF Sec 1 Replat BASEMAP.dwg Feb 14, 17 8:52 am

AN AMENDED PLAT OF

# LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT

SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.




**BENCHMARK NOTE**

BM #2 - A 1/2" IRON ROD FOUND AT THE REAR SOUTHEAST CORNER OF LOT 13, BLOCK A, BEING ALSO THE REAR NORTHEAST CORNER OF LOT 12, BLOCK A, IN A NORTHWEST LINE OF LOT 11, BLOCK A.
N=10218349.509
E=3069366.047
ELEV.= 1000.99'

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ( ) | RECORD INFORMATION |
| BL | BUILDING LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| | ADJACENT PROPERTY LINE |
| | RIGHT OF WAY EASEMENT |
| | EASEMENT LINE |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L5 | N35°53'36"E | 15.53' |
| | (N35°47'39"E) PER R.O.W. | |
| L6 | S23°43'43"W | 17.27' |
| | (S24°22'40"W) PER R.O.W. | |
| L7 | S23°43'43"E | 46.06' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC | RADIUS | DELTA | BEARING | CHORD |
| C6 | 45.12' | 370.00 | 06°59'16" | S32°02'13"W | 45.10' |

| RECORD LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| (L1) | N04°40'44"E | 10.00' |
| (L2) | S35°55'33"W | 12.85' |
| (L3) | N35°55'33"E | 12.97' |
| (L4) | S23°43'43"W | 62.42' |

| RECORD CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| CURVE | ARC | RADIUS | DELTA | BEARING | CHORD |
| (C1) | 97.75' | 430.00 | 13°01'31" | N78°44'44"W | 97.54' |
| (C2) | 36.24' | 25.00' | 83°03'26" | S66°14'18"W | 33.15' |
| (C3) | 84.18' | 430.00' | 11°12'58" | S30°19'04"W | 84.04' |
| (C4) | 201.79' | 370.00' | 31°14'50" | S20°18'08"W | 199.29' |


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DESCRIPTION | DATE

JOB NUMBER: 651-16-05
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SCALE:
TECH: KS
CHECKED BY: BJ

**AMENDED PLAT OF LOTS 12 & 13, BLOCK A RANCHO SANTA FE SECTION 1 FINAL PLAT WILLIAMSON COUNTY, TEXAS**

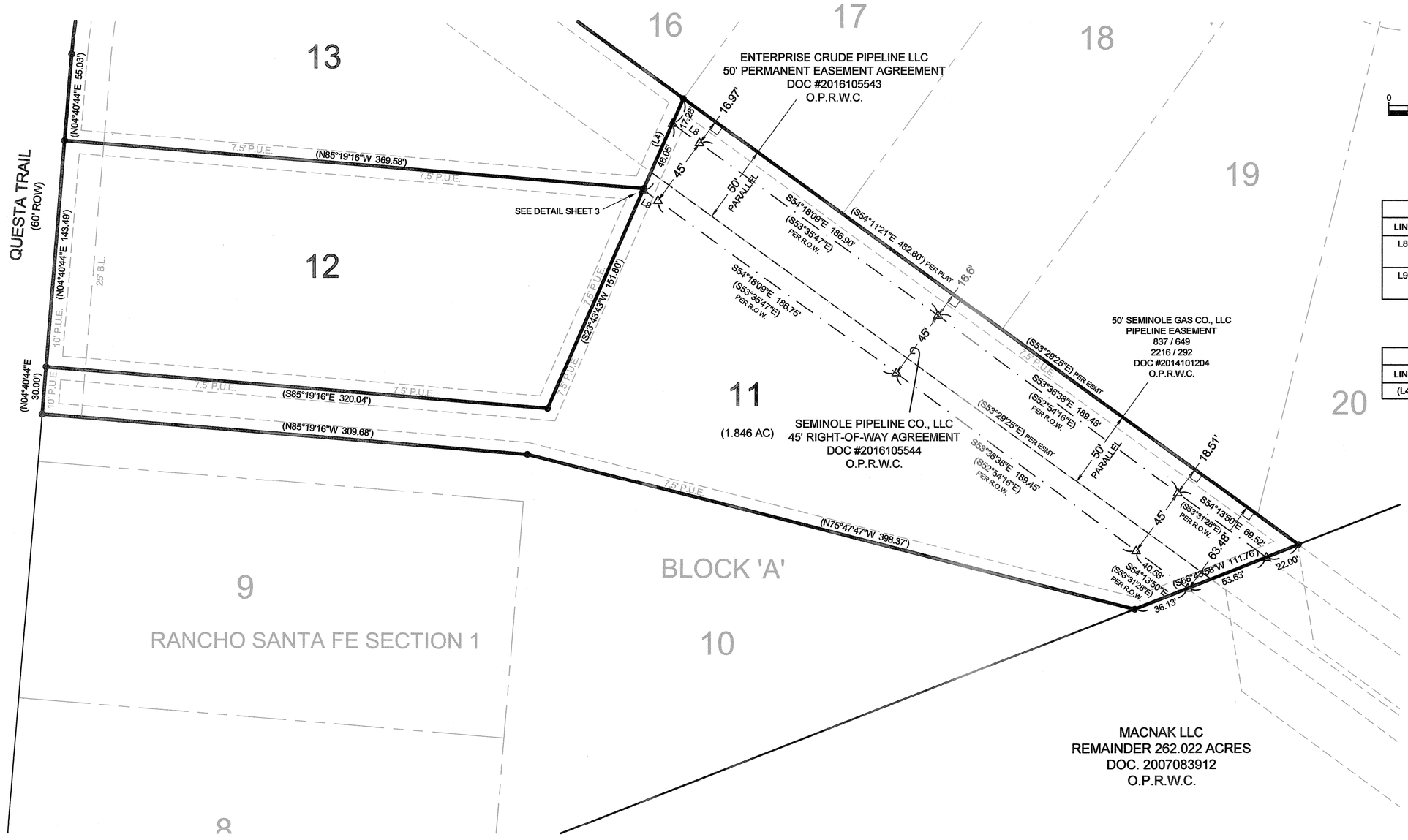
SHEET NO.
3 OF 5

X:\651 Bruce Nakfoor\651-16-05 RSF Sec 1 Lot 1C 11A 13A Replat\DWG\651-16-05 RSF Sec 1 Replat BASEMAP.dwg Feb 14, 17 8:52 am

AN AMENDED PLAT OF

# LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT

SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.




| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L8 | S53°59'30"E | 21.14' |
| | (S53°17'08"E) PER R.O.W. | |
| L9 | S53°59'30"E | 11.47' |
| | (S53°17'08"E) PER R.O.W. | |

| RECORD LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| (L4) | S23°43'43"W | 62.42' |

## LEGEND

| | |
|---|---|
| ● | 1/2" IRON ROD FOUND |
| △ | CALCULATED POINT |
| ( ) | RECORD INFORMATION |
| BL | BUILDING LINE |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| O.P.R.W.C. | OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS |
| — — — | ADJACENT PROPERTY LINE |
| — · — · — | RIGHT OF WAY EASEMENT |
| — — — — — | EASEMENT LINE |


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TBPE FIRM # F-002411; TBPLS FIRM # 100280-00


| DESCRIPTION | DATE |
|---|---|
| | |

JOB NUMBER: 651-16-05
DATE: Nov - Dec 2016
SCALE:
TECH: KS
CHECKED BY: BJ

**AMENDED PLAT OF LOT 11, BLOCK A RANCHO SANTA FE SECTION 1 FINAL PLAT WILLIAMSON COUNTY, TEXAS**

SHEET NO.
4 OF 5

X:\651 Bruce Nakfoor\651-16-05 RSF Sec 1 Lot 1C 11A 13A Replat\DWG\651-16-05 RSF Sec 1 Replat BASEMAP.dwg Feb 14, 17 8:53 am

AN AMENDED PLAT OF

# LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT

SITUATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS.

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

MACNAK L.L.C., BEING THE OWNER OF LOT 1, BLOCK C OF RANCHO SANTA FE SECTION 1 FINAL PLAT, A PLAT RECORDED IN DOCUMENT NUMBER 2014101204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID LOT BEING 1.554 ACRES OUT OF A 262.022 ACRE TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AS CONVEYED TO MACNAK L.L.C. BY DEED OF RECORD IN DOCUMENT 2007083912 (O.P.R.W.C.), DO HEREBY ACKNOWLEDGE SAID 1.554 ACRES TO BE KNOWN AS LOT 1, BLOCK C OF **"AMENDED PLAT OF LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT"** AND 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. 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.

WITNESS MY HAND THIS THE 7 DAY OF MARCH, 2017 A.D.

AUTHORIZED SIGNER FOR MACNAK L.L.C.
BY BRUCE E. NAKFOOR
111 CONGRESS AVE.- SUITE #3000
AUSTIN, TX 78701

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED BRUCE E. NAKFOOR, KNOWN TO ME TO BE 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 7 DAY OF MARCH, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — PRINTED NAME: MIYA CONWELL

MY COMMISSION EXPIRES 6/8, 2020 A.D.

MIYA CONWELL
My Notary ID # 130693249
Expires June 8, 2020

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

WE, JOE P. & JOAN M. GIDDENS, BEING THE OWNERS OF LOT 13, BLOCK A OF RANCHO SANTA FE SECTION 1 FINAL PLAT, A PLAT RECORDED IN DOCUMENT NUMBER 2014101204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID LOT BEING 1.452 ACRES OUT OF A 262.022 ACRE TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AS CONVEYED TO MACNAK L.L.C. BY DEED OF RECORD IN DOCUMENT 2007083912 (O.P.R.W.C.), DO HEREBY ACKNOWLEDGE SAID 1.452 ACRES TO BE KNOWN AS LOT 13, BLOCK A OF **"AMENDED PLAT OF LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT"** AND 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. 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.

WITNESS MY HAND THIS THE 27 DAY OF Febeuary, 2017 A.D.

JOE P. GIDDENS
14101 RANCH ROAD 2243
LEANDER, TX 78641

WITNESS MY HAND THIS THE 27 DAY OF Febeuary, 2017 A.D.

JOAN M. GIDDENS
14101 RANCH ROAD 2243
LEANDER, TX 78641

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOE P. GIDDENS, KNOWN TO ME TO BE 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 27 DAY OF February, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — PRINTED NAME: Bradley Scott Gray

MY COMMISSION EXPIRES 11-1, 2020 A.D.

BRADLEY SCOTT GRAY
Notary Public, State of Texas
Comm. Expires 11-01-2020
Notary ID 130882598

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED JOAN M. GIDDENS, KNOWN TO ME TO BE 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 27 DAY OF February, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — PRINTED NAME: Bradley Scott Gray

MY COMMISSION EXPIRES 11-1, 2020 A.D.

BRADLEY SCOTT GRAY
Notary Public, State of Texas
Comm. Expires 11-01-2020
Notary ID 130882598

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

MHI PARTNERSHIP LTD, BEING THE OWNER(S) OF LOT 11, BLOCK A OF RANCHO SANTA FE SECTION 1 FINAL PLAT, A PLAT RECORDED IN DOCUMENT NUMBER 2014101204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID LOT BEING 1.846 ACRES OUT OF A 262.022 ACRE TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AS CONVEYED TO MACNAK L.L.C. BY DEED OF RECORD IN DOCUMENT 2007083912 (O.P.R.W.C.), DO HEREBY ACKNOWLEDGE SAID 1.846 ACRES TO BE KNOWN AS LOT 11, BLOCK A OF **"AMENDED PLAT OF LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT"** AND 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. 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.

WITNESS MY HAND THIS THE 23rd DAY OF February, 2017 A.D.

GARY R TESCH, AUTHORIZED SIGNATURE FOR MHI PARTNERSHIP LTD
7676 WOODWAY DRIVE, SUITE 104
HOUSTON, TEXAS 77063

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Gary R. Tesch, KNOWN TO ME TO BE 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 23rd DAY OF February, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — PRINTED NAME: Judy D Johnson

MY COMMISSION EXPIRES Nov. 9, 2017 A.D.

Judy D Johnson
Notary Public, State of Texas
My Commission Expires
November 9, 2017

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

MHI MODELS, LTD., BEING THE OWNER(S) OF LOT 12, BLOCK A OF RANCHO SANTA FE SECTION 1 FINAL PLAT, A PLAT RECORDED IN DOCUMENT NUMBER 2014101204 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.), SAID LOT BEING 1.136 ACRES OUT OF A 262.022 ACRE TRACT OF LAND IN THE B. MANLOVE SURVEY, ABSTRACT NUMBER 417 AS CONVEYED TO MACNAK L.L.C. BY DEED OF RECORD IN DOCUMENT 2007083912 (O.P.R.W.C.), DO HEREBY ACKNOWLEDGE SAID 1.136 ACRES TO BE KNOWN AS LOT 12, BLOCK A OF **"AMENDED PLAT OF LOT 1, BLOCK C & LOTS 11, 12 & 13, BLOCK A, RANCHO SANTA FE SECTION 1 FINAL PLAT"** AND 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. 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.

WITNESS MY HAND THIS THE 23rd DAY OF February, 2017 A.D.

GART R TESCH, AUTHORIZED SIGNATURE FOR MHI MODELS, LTD.
7676 WOODWAY DRIVE, SUITE 104
HOUSTON, TEXAS 77063

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Gary R Tesch, KNOWN TO ME TO BE 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 23rd DAY OF February, 2017 A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS — PRINTED NAME: Judy D Johnson

MY COMMISSION EXPIRES Nov. 9, 2017 A.D.

Judy D Johnson
Notary Public, State of Texas
My Commission Expires
November 9, 2017

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

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE WILLIAMSON COUNTY SUBDIVISION SPECIFICATIONS, AND FURTHER CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LOCATIONS OF THE "PERMANENT EASEMENT AGREEMENTS" TO ENTERPRISE CRUDE PIPELINE LLC RECORDED IN DOCUMENT NO.S 2016107303, 2016105542, 2016105543 AND THE LOCATIONS OF THE "AMENDMENT TO RIGHT-OF-WAY AGREEMENTS" TO SEMINOLE PIPELINE COMPANY LLC RECORDED IN DOCUMENT NO.S 2016107305, 2016105545,2016105544, ON LOT 1, BLOCK C AND LOTS 11, 12 AND 13, BLOCK A OF RANCHO SANTA FE SECTION 1 FINAL PLAT AS RECORDED IN DOCUMENT NO. 2014101204.

02-14-17

TIMOTHY HAYNIE, REGISTERED PROFESSIONAL LAND SURVEYOR — DATE
No. 2380 - STATE OF TEXAS
HAYNIE CONSULTING INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS, 78664

STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

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

I, TIMOTHY E. HAYNIE, A LICENSED PROFESSIONAL ENGINEER, DO HEREBY CERTIFY THAT THIS PROPERTY IS NOT LOCATED WITHIN ZONE 'A' OF THE DESIGNATED 100-YEAR FLOOD ZONE AREA, AS DELINEATED ON THE FLOOD INSURANCE MAP (FIRM) COMMUNITY PANEL NO. 48491C0250E & 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008, AS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. ADDITIONALLY, STORM WATER RUNOFF FROM THE 100-YEAR STORM EVENT SHALL BE CONTAINED WITHIN THE DRAINAGE FACILITIES TO BE LOCATED WITHIN THE RIGHT-OF-WAY AND /OR DRAINAGE EASEMENTS SHOWN ON THE ATTACHED PLAT.

THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AS INDICATED ON THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS AQUIFER RECHARGE ZONE MAPS.

TIMOTHY E. HAYNIE
LICENSED PROFESSIONAL ENGINEER
No. 36982 - STATE OF TEXAS

STATE OF TEXAS
TIMOTHY E. HAYNIE
36982
LICENSED
PROFESSIONAL ENGINEER

02-14-17
DATE

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, 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
WILLIAMSON COUNTY, TEXAS

DATE

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

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ____.M., AND DULY RECORDED THIS THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

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

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

BY: _____, DEPUTY


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411, TBPLS FIRM # 100250-00


DESCRIPTION | DATE

JOB NUMBER: 651-16-05
DATE: Nov - Dec 2016
SCALE:
TECH: KS
CHECKED BY: BJ

DEDICATION

SHEET NO.
5 OF 5

X:\651 Bruce Nakfoor\651-16-05 RSF Sec 1 Lot 1C 11A 13A Replat\DWG\651-16-05 RSF Sec 1 Replat BASEMAP.dwg Feb 14, 17 8:53 am

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

**Meeting Date:** 03/21/2017

Discuss consider and take appropriate action on approval of the final plat for the San Gabriel Ridge Sec 2 Lot 1 subdivision - Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the San Gabriel Ridge Sec 2 Lot 1 subdivision - Pct 2.

**Background**

This is a single lot commercial subdivision. It is part of the overall San Gabriel Ridge preliminary plat that was approved in 2009. The final plat review fee has been paid.

---

**Fiscal Impact**

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

**Attachments**

Final Plat - San Gabriel Ridge Sec 2 Lot 1

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:07 PM |
| Form Started By: Patrick Hughes | | Started On: 03/14/2017 08:43 AM |
| Final Approval Date: 03/14/2017 | | |

FINAL PLAT OF

# SAN GABRIEL RIDGE, SECTION TWO, LOT 1

BEING 9.901 ACRES OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521,
SITUATED IN WILLIAMSON COUNTY, TEXAS.

0 50' 100'

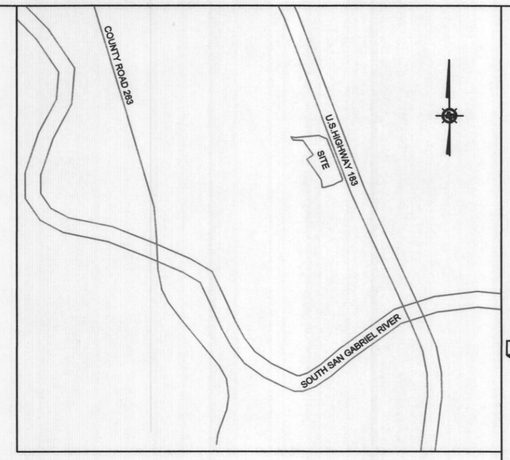
GRAPHIC SCALE

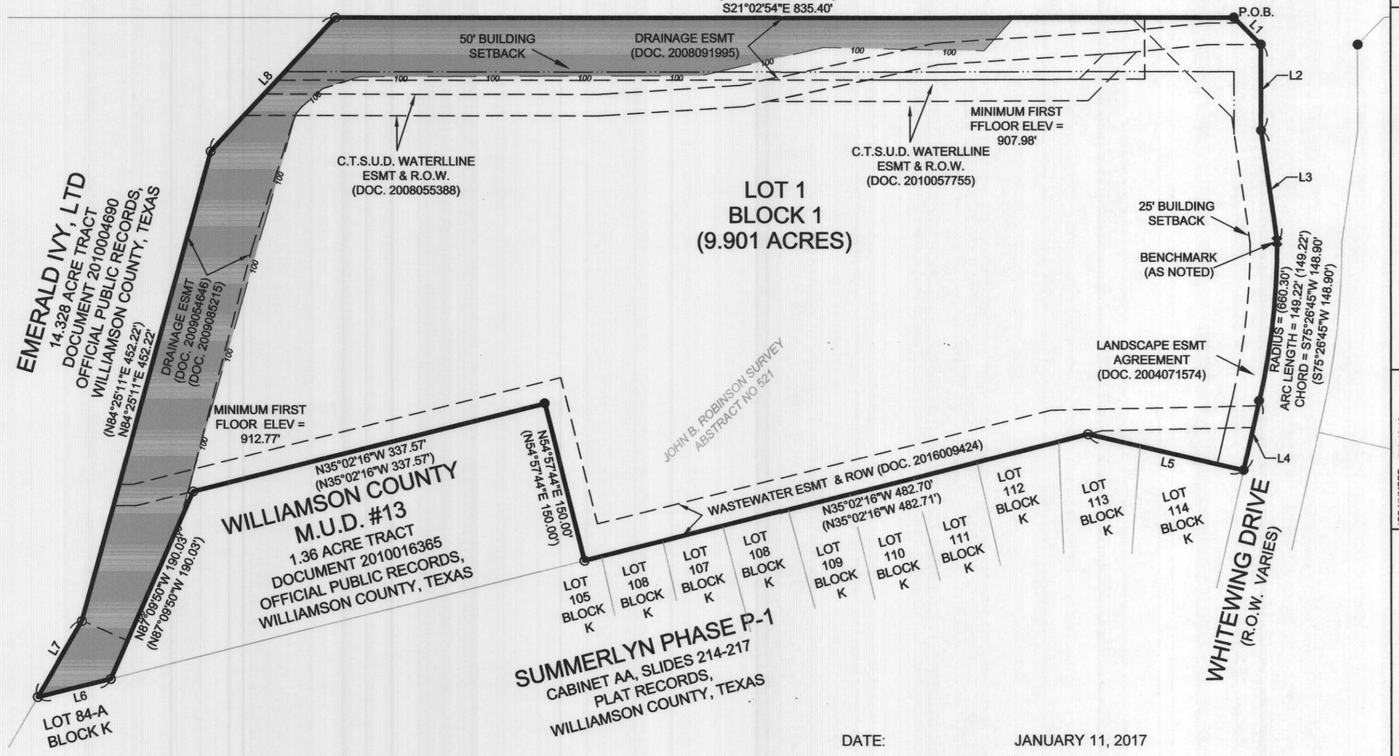
LEGEND

- IRON ROD FOUND
- IRON ROD SET
- "X" FOUND
- 100 — LIMITS OF 100 YEAR FLOOD PLAIN (ZONE A PER LOMR 08-06-1357P)
- ZONE A FLOOD PLAIN ( PER LOMR 08-06-1357P)
- ( ) — LIMITS OF 100 YEAR FLOOD PLAIN (ZONE A PER LOMR 08-06-1357P)

PLAT NOTES:

1. BUILDING SETBACKS SHALL BE 50 FEET ALONG U.S. HIGHWAY 183.
2. A TEN (10) FOOT PUBLIC UTILITY EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY DEDICATED.
3. A SEVEN AND A HALF (7.5) FOOT PUBLIC UTILITY EASEMENT ABUTTING AND ALONG ALL LOT SIDE AND REAR LOT LINES IS HEREBY DEDICATED.
4. THIS LOT DOES NOT HAVE DRIVEWAY ACCESS TO U.S. HIGHWAY 183 UNLESS A DRIVEWAY PERMIT IS OBTAINED FROM TXDOT. ALL OTHER DRIVEWAYS SHALL RECEIVE APPROVAL FROM WILLIAMSON COUNTY.
5. DRIVEWAYS ARE TO BE LOCATED NO CLOSER TO THE CORNER OF INTERSECTING RIGHT-OF-WAYS THAN 60% OF THE PARCEL FRONTAGE OR 50 FEET, WHICHEVER IS LESS.
6. 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 BASE FLOOD ELEVATION, WHICHEVER IS HIGHER.
7. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE WILLIAMSON COUNTY MUD #13. WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICTS ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WASTEWATER AND STORM DRAINAGE IMPROVEMENTS.
8. ALL BUILDINGS PLACED ON THE SUBDIVISION LOT WILL BE CONNECTED TO WASTEWATER LINE PROVIDED BY THE CITY OF LIBERTY HILL IN ACCORDANCE WITH AGREEMENT WITH WILLIAMSON COUNTY M.U.D. NO. 13.
9. WATER SERVICE WILL BE PROVIDED BY THE CITY OF GEORGETOWN WESTERN DISTRICT.
10. EROSION/SEDIMENTATION CONTROL AND TREE PROTECTION AS PER WILLIAMSON COUNTY REGULATIONS MUST BE PROVIDED PRIOR TO ANY CONSTRUCTION.
11. 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 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.
12. 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.
13. NO OBSTRUCTIONS, INCLUDING BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS AS SHOWN HEREON.
14. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS, SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
15. MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN THE WHITEWING DRIVE RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
16. NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR.
17. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
18. THE MINIMUM FIRST FLOOR ELEVATION AS SHOWN ON THIS PLAT VARIES BASE ON LOCATION AND WAS DETERMINED BY ADDING TWO (2) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY HAYNIE CONSULTING INC., PROJECT NO. 619-07-035, DATED 03/20/2008. DESIGN PROFESSIONAL SHOULD USE THE STUDY TO INTERPRET MINIMUM FIRST FLOOR ELEVATION BETWEEN THE TWO ELEVATIONS SHOWN ON THIS PLAT.
19. THIS TRACT IS WITHIN THE LIMITS OF THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER RECHARGE ZONE.




| LINE TABLE | | | RECORD LINE TABLE | | |
|---|---|---|---|---|---|
| NUMBER | DIRECTION | LENGTH | NUMBER | DIRECTION | LENGTH |
| L1 | S23°49'41"W | 35.46' | (L1) | (S23°49'41"W) | (35.46') |
| L2 | S68°58'53"W | 79.71' | (L2) | (S68°58'53"W) | (79.71') |
| L3 | S60°46'45"W | 104.46' | (L3) | (S60°46'45"W) | (104.46') |
| L4 | S81°55'13"W | 65.85' | (L4) | (S81°55'13"W) | (65.85') |
| L5 | N08°04'21"W | 148.34' | (L5) | (N08°04'21"W) | (148.34') |
| L6 | N35°02'16"W | 70.00' | (L6) | (N35°02'16"W) | (70.00') |
| L7 | S80°45'40"E | 81.63' | (L7) | (S80°45'40"E) | (81.63') |
| L8 | S67°56'02"E | 169.91' | (L8) | (S67°56'02"E) | (169.91') |

DATE: JANUARY 11, 2017

OWNER: EDEN ROSE, LTD.
3921 STECK AVENUE #A105
AUSTIN, TEXAS 78759

ENGINEER/ SURVEYOR: HAYNIE CONSULTING, INC.
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
PH 512.837.2446
FAX 512.837.9463
EMAIL TEHAYNIE@HAYNIECONSULTING.COM

SURVEY: JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521

TOTAL ACRES: 9.901 ACRES

NUMBER OF LOTS: 1

NUMBER OF BLOCKS: 1

RIGHT-OF-WAY: NO PROPOSED RIGHT-OF-WAY AREA

BENCHMARK: "X" FOUND IN CONCRETE ON THE NORTH SIDE OF WHITEWING DRIVE.
N: 10200638.57' ELEV: 915.64'
E: 3072633.49'


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3278
Ph: 512.837.2446 Fax: 512.837.9463
TBPE FIRM # F-002641, TBPLS FIRM # 100250-00


DESCRIPTION | DATE

JOB NUMBER: 619-16-18
DATE: 2017-01-04
SCALE: 1"=50'
TECH: J. WARREN
CHECKED BY: B. JONES

# FINAL PLAT OF SAN GABRIEL RIDGE, SECTION TWO, LOT 1

WILLIAMSON COUNTY, TEXAS

SHEET NO.
1 OF 2

FINAL PLAT OF

# SAN GABRIEL RIDGE, SECTION TWO, LOT 1

BEING 9.901 ACRES OF LAND OUT OF THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, SITUATED IN WILLIAMSON COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

THAT I, DOUGLAS D. LEWIS, AGENT FOR EDEN ROSE, LTD, A TEXAS LIMITED PARTNERSHIP, OWNER OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT 2009094552 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY DEDICATE TO WILLIAMSON COUNTY THE , EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. 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 SUBDIVISION IS TO BE KNOWN AS " SAN GABRIEL RIDGE, SECTION TWO, LOT 1.

TO CERTIFY WHICH, WITNESS MY HAND THIS 13th DAY OF March, 2017 A.D.

Douglas D. Lewis

DOUGLAS D. LEWIS, AGENT FOR EDEN ROSE, LTD.
3921 STECK AVENUE, SUITE A105
AUSTIN, TEXAS 78759

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED DOUGLAS D. LEWIS, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 13th DAY OF March, 2017

Carrie E. Rampy

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES ON 12.03.2018

CARRIE E. RAMPY
MY COMMISSION EXPIRES
December 3, 2018

LEGAL DESCRIPTION

**BEING A 9.901 ACRE TRACT OF LAND, SITUATED IN THE JOHN B. ROBINSON SURVEY, ABSTRACT NO. 521, WILLIAMSON COUNTY, TEXAS; AND BEING THE 9.901 ACRE TRACT CONVEYED TO EDEN ROSE, LTD. A TEXAS LIMITED PARTNERSHIP, BY DOCUMENT 2009094552 RECORDED IN OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS. SAID 9.901 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**

**BEGINNING** AT AN IRON ROD FOUND IN THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 183, BEING A POINT IN THE NORTH RIGHT-OF-WAY OF WHITEWING DRIVE, AND BEING THE SOUTHEAST CORNER OF SAID 9.901 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

**THENCE** ALONG SAID NORTH RIGHT-OF-WAY LINE OF WHITEWING DRIVE AND THE SOUTH LINE OF SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING FIVE (5) COURSES AND DISTANCES;

1) SOUTH 23°49'41" WEST, A DISTANCE OF 35.46 FEET TO A ½" IRON ROD FOUND;
2) SOUTH 68°58'53" WEST, A DISTANCE OF 79.71 FEET TO A ½" IRON ROD FOUND;
3) SOUTH 60°46'45" WEST, A DISTANCE OF 104.46 FEET TO A "X" FOUND IN CONCRETE FOR THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;
4) ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 660.30 FEET, AN ARC LENGTH OF 149.22 FEET, AND A CHORD OF SOUTH 75°26'45" WEST, A DISTANCE OF 148.90 FEET TO A ½" IRON ROD FOUND FOR THE POINT OF TANGENCY OF SAID CURVE;
5) SOUTH 81°55'13" WEST, A DISTANCE OF 65.85 FEET TO A ½" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SUMMERLYN PHASE P-1, A SUBDIVISION RECORDED IN CABINET AA, SLIDES 214-217, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** ALONG THE EASTERLY LINE OF SAID SUMMERLYN PHASE P-1 SUBDIVISION, AND BEING THE WEST LINE OF SAID 9.901 ACRE TRACT, THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1) NORTH 08°04'21" WEST, A DISTANCE OF 148.34 FEET TO A ½" IRON ROD SET;
2) NORTH 35°02'16" WEST, A DISTANCE OF 482.70 FEET TO A ½" IRON ROD SET FOR THE SOUTHWEST CORNER OF THE 1.36 ACRE TRACT CONVEYED TO WILLIAMSON COUNTY M.U.D. # 13 IN DOCUMENT 2010016365 RECORDED IN OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS AND BEING AN ELL CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE** ALONG THE BOUNDARY OF SAID 1.36 ACRE TRACT AND CONTINUING ALONG THE WEST LINE OF THE SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) NORTH 54°57'44" EAST, A DISTANCE OF 150.00 FEET TO A ½" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THE SAID 1.36 ACRE TRACT;
2) NORTH 35°02'16" WEST, A DISTANCE OF 337.57 FEET TO A ½" IRON ROD SET FOR THE NORTHEAST CORNER OF THE SAID 1.36 ACRE TRACT;
3) NORTH 87°09'50" WEST, A DISTANCE OF 190.03 FEET TO A ½" IRON ROD SET IN THE EAST LINE OF SAID SUMMERLYN PHASE P-1 SUBDIVISION FOR THE NORTHWEST CORNER OF THE SAID 1.36 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** NORTH 35°02'16" WEST, ALONG THE EAST LINE OF SAID SUMMERLYN PHASE P-1 SUBDIVISION AND THE WEST LINE OF SAID 9.901 ACRE TRACT, A DISTANCE OF 70.00 FEET TO A ½" IRON ROD SET IN THE SOUTH LINE OF A CALLED 14.328 ACRE TRACT CONVEYED TO EMERALD IVY, LTD IN DOCUMENT 2010004690, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THE NORTHWEST CORNER OF THE SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** ALONG THE SOUTH LINE OF SAID 14.328 ACRE TRACT AND THE NORTH LINE OF SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1) SOUTH 80°45'40" EAST, A DISTANCE OF 81.63 FEET TO A ½" IRON ROD SET;
2) NORTH 84°25'11" EAST, A DISTANCE OF 452.22 FEET TO A ½" IRON ROD SET;
3) SOUTH 67°56'02" EAST, A DISTANCE OF 169.91 FEET TO A ½" IRON ROD SET IN THE WEST RIGHT-OF-WAY LINE OF SAID US HIGHWAY 183 FOR THE NORTHEAST CORNER OF THE SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

**THENCE** SOUTH 21°02'54" EAST, ALONG SAID WEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 183 AND THE EAST LINE OF SAID 9.901 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, FOR A DISTANCE OF 835.40 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 9.901 ACRES, MORE OR LESS

WILLIAMSON COUNTY 911 ADDRESSING:

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 13th DAY OF March, 2017

Cindy Bridges

AUTHORIZED ADDRESS COORDINATOR
WILLIAMSON COUNTY, TEXAS

CITY OF LIBERTY HILL:

THE CITY OF LIBERTY HILL, TEXAS ACKNOWLEDGES RECEIPT OF THIS PLAT FOR REVIEW IN CONJUNCTION WITH PLANNING PURPOSES AND PAYMENT OF APPLICABLE FEES FOR THE PROVISION OF WATER AND/OR WASTEWATER SERVICES.

Sally A. McPherson

CITY OF LIBERTY HILL, TEXAS

March 13, 2017
DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOWN ALL MEN BY THESE PRESENTS

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

TIMOTHY HAYNIE
REGISTERED PROFESSIONAL SURVEYOR
NO. 2380 - STATE OF TEXAS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TBPLS FIRM # 100250-00

03-09-17
DATE

STATE OF TEXAS · REGISTERED · U.S.
TIMOTHY E. HAYNIE
2380
PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOWN ALL MEN BY THESE PRESENTS

I, TIMOTHY HAYNIE, REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION IS NOT IN THE EDWARDS AQUIFER RECHARGE ZONE AND IS ENCROACHED BY A ZONE "A" FLOOD AREA, AS DENOTED HEREIN, AND AS DEFINED BY FEDERAL EMERGENCY MANAGEMENT ADMINISTRATION FLOOD HAZARD BOUNDARY MAP, COMMUNITY PANEL NUMBER 48491C0275E, EFFECTIVE DATE OF SEPTEMBER 26, 2008 AND FURTHER AFFECTED BY LOMR 08-06-1357P EFFECTIVE 2/17/2009, AND THAT THIS LOT CONFORMS TO WILLIAMSON COUNTY, TEXAS REGULATIONS..

TIMOTHY HAYNIE
REGISTERED PROFESSIONAL ENGINEER
NO. 36982 - STATE OF TEXAS
1010 PROVIDENT LANE
ROUND ROCK, TEXAS 78664
TBPE FIRM # F0022411

03-09-17
DATE

STATE OF TEXAS
TIMOTHY E. HAYNIE
36982
LICENSED PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOWN 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 COMMISSIONER'S 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
WILLIAMSON COUNTY, TEXAS

DATE

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOWN ALL MEN BY THESE PRESENTS

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___.M., AND DULY RECORDED THIS THE ___ DAY OF _____, 20___ A.D., AT _____ O'CLOCK ___.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN DOCUMENT NO. _____.

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

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

BY:_____, DEPUTY


HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph: 512-837-2446 Fax: 512-837-9463
TBPE FIRM # F-002411 , TBPLS FIRM # 100250-00


DESCRIPTION | DATE

JOB NUMBER: 619-16-18
DATE: 2017-01-04
SCALE: 1"=50'
TECH: J. WARREN
CHECKED BY: B. JONES

FINAL PLAT OF SAN GABRIEL RIDGE, SECTION TWO, LOT 1
WILLIAMSON COUNTY, TEXAS

SHEET NO.
2 OF 2

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

**Meeting Date:** 03/21/2017

Discuss consider and take appropriate action on approval of the final plat for the Sonterra West Section 8K Subdivision Pct 3

**Submitted For:** Terron Evertson **Submitted By:** Katheryn Cromwell, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

## Information

### Agenda Item

Discuss, consider, and take appropriate action on approval of the final plat for the Sonterra West Section 8K Subdivision - Pct 3.

### Background

This is the next section of the Sonterra West development. It consists of 67 single family lots and 1,892 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $101,554.40 has been posted with the County to cover the cost of the remaining construction.

## Fiscal Impact

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

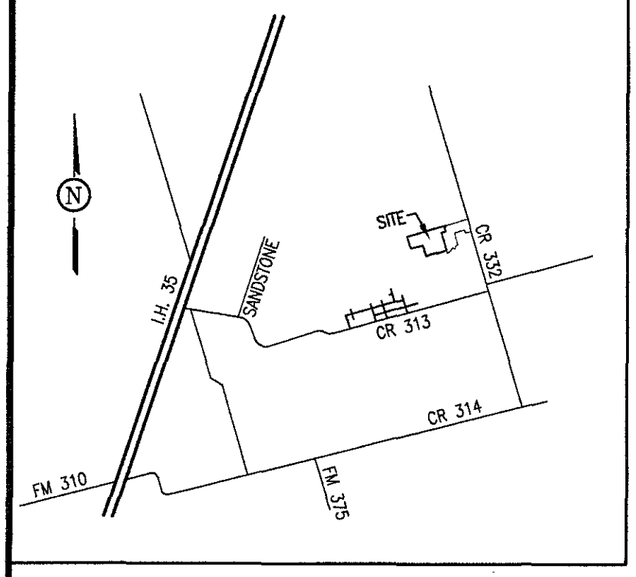
## Attachments

Sonterra West Sec 8K

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Katheryn Cromwell | | Started On: 03/14/2017 03:48 PM |
| Final Approval Date: 03/15/2017 | | |

# FINAL PLAT
# SONTERRA WEST
# SECTION 8-K




**LOCATION MAP**
NOT TO SCALE

BEARING BASIS: TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983 CENTRAL ZONE

SCALE 1"=100'

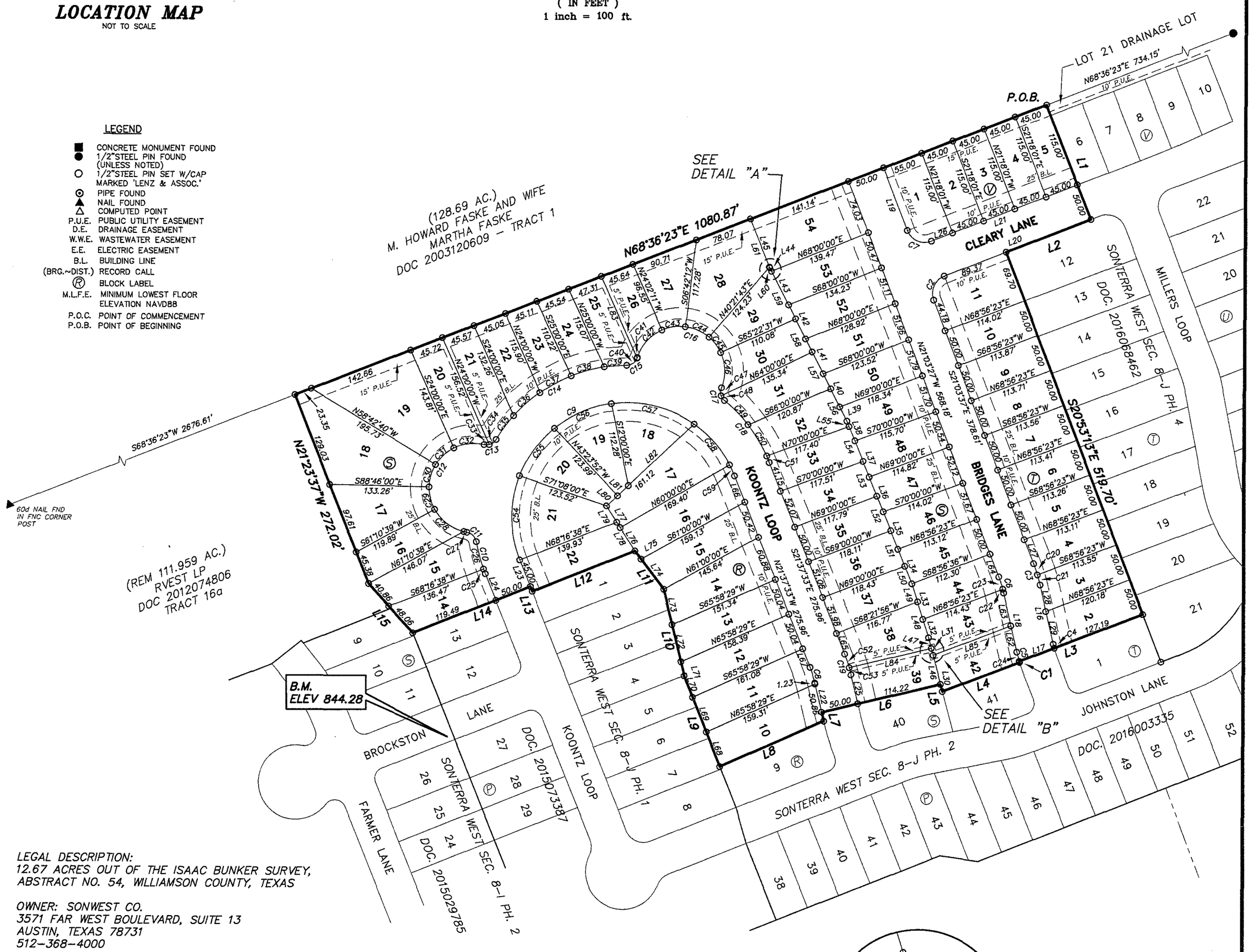
GRAPHIC SCALE

100 0 50 100 200 400

( IN FEET )
1 inch = 100 ft.

LEGEND

- ■ CONCRETE MONUMENT FOUND
- ● 1/2"STEEL PIN FOUND (UNLESS NOTED)
- ○ 1/2"STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- ⊙ PIPE FOUND
- ▲ NAIL FOUND
- △ COMPUTED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- W.W.E. WASTEWATER EASEMENT
- E.E. ELECTRIC EASEMENT
- B.L. BUILDING LINE
- (BRG.~DIST.) RECORD CALL
- Ⓡ BLOCK LABEL
- M.L.F.E. MINIMUM LOWEST FLOOR ELEVATION NAVD88
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING




*LEGAL DESCRIPTION:*
*12.67 ACRES OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS*

*OWNER: SONWEST CO.*
*3571 FAR WEST BOULEVARD, SUITE 13*
*AUSTIN, TEXAS 78731*
*512–368–4000*

*ENGINEER:*
*MICHAEL S. FISHER, P.E.*
*PAPE DAWSON ENGINEERS, INC. F–470*
*7800 SHOAL CREEK BLVD., SUITE 220 WEST*
*AUSTIN, TEXAS 78757*
*PHONE (512) 454–8711*
*FAX (512) 459–8867*

*SURVEYOR:*
*TIMOTHY A. LENZ, R.P.L.S.*
*LENZ & ASSOCIATES, INC.*
*FIRM NO. 100290–00*
*4303 RUSSELL DRIVE*
*AUSTIN, TEXAS 78704*
*PHONE (512) 443–1174*
*FAX (512) 443–1550*

*BENCHMARK – SQUARE CUT ON TOP OF CURB, SOUTH SIDE OF BROCKSTON LANE, +/– 10 FEET WEST OF THE EAST LINE OF SONTERRA WEST SECTION 8–I, PHASE 2*
*ELEV. 844.28 – NAVD88 (GEOID 12A)*

*LAND USE SUMMARY:*

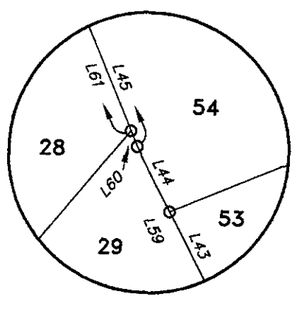
| | |
|---|---|
| SINGLE FAMILY LOTS | 67 |
| TOTAL LOTS | 67 |

*BUILDING SETBACKS:*

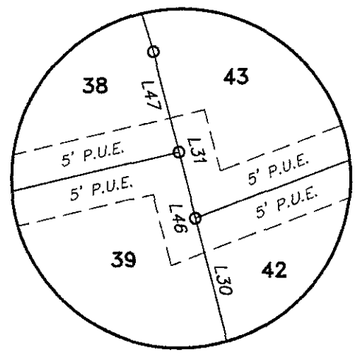
| | |
|---|---|
| FRONT STREET | 25' |
| SIDE STREET | 15' |
| REAR | 15' |
| SIDE | 5' |

*STREET DATA*

| STREET | LENGTH | R.O.W. WIDTH | PVMT. WIDTH | DESIGN SPEED |
|---|---|---|---|---|
| BRIDGES LANE | 685 L.F. | 50 FT | 30' F–F | 25 MPH |
| CLEARY LANE | 261 L.F. | 50 FT | 30' F–F | 25 MPH |
| KOONTZ LOOP | 946 L.F. | 50 FT | 30' F–F | 25 MPH |




DETAIL A
1"= 10'




DETAIL B
1"= 20'




**LENZ & ASSOCIATES, INC.**
FIRM No. 100290–00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443–1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704


SURVEY #: 2005–0363W F.B.

# FINAL PLAT
# SONTERRA WEST
# SECTION 8-K

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | S21°18'01"E | 165.00 |
| L2 | S68°36'23"W | 121.46 |
| L3 | S68°56'23"W | 177.42 |
| L4 | S68°56'23"W | 110.48 |
| L5 | N14°36'50"W | 9.96 |
| L6 | S76°33'13"W | 164.22 |
| L7 | S13°26'47"E | 12.09 |
| L8 | S65°55'58"W | 152.07 |
| L9 | N21°38'05"W | 131.12 |
| L10 | N13°39'47"W | 119.25 |
| L11 | N37°00'00"W | 64.20 |
| L12 | S68°16'38"W | 148.49 |
| L13 | N21°43'22"W | 6.74 |
| L14 | S68°16'38"W | 169.49 |
| L15 | N42°16'05"W | 88.92 |
| L16 | S12°47'45"E | 81.51 |
| L17 | S68°56'24"W | 50.23 |
| L18 | N12°47'45"W | 81.51 |
| L19 | S21°03'37"E | 89.86 |
| L20 | S68°36'23"W | 210.84 |
| L21 | N68°36'23"E | 210.34 |
| L22 | N13°26'47"W | 40.01 |
| L23 | S21°43'22"E | 38.26 |
| L24 | N21°43'22"W | 38.24 |
| L25 | S13°26'47"E | 40.01 |
| L26 | N68°36'23"E | 30.34 |
| L27 | S21°03'37"E | 34.43 |
| L28 | S12°47'45"E | 36.48 |
| L29 | S12°47'45"E | 45.03 |
| L30 | N14°36'50"W | 50.32 |
| L31 | N14°36'50"W | 24.33 |
| L32 | N17°31'01"W | 25.87 |
| L33 | N17°31'01"W | 50.10 |
| L34 | N22°00'00"W | 50.00 |
| L35 | N22°00'00"W | 53.79 |
| L36 | N22°00'00"W | 50.14 |
| L37 | N22°00'00"W | 52.57 |
| L38 | N22°00'00"W | 28.68 |
| L39 | N27°00'00"W | 21.11 |
| L40 | N27°00'00"W | 49.90 |
| L41 | N27°00'00"W | 52.15 |
| L42 | N27°00'00"W | 51.30 |
| L43 | N27°00'00"W | 50.66 |
| L44 | N27°00'00"W | 5.13 |
| L45 | N22°00'00"W | 70.40 |
| L46 | N14°36'50"W | 50.01 |
| L47 | N14°36'50"W | 14.69 |
| L48 | N17°31'01"W | 50.67 |
| L49 | N17°31'01"W | 25.30 |
| L50 | N22°00'00"W | 25.44 |
| L51 | N22°00'00"W | 51.07 |
| L52 | N22°00'00"W | 50.01 |
| L53 | N22°00'00"W | 50.03 |
| L54 | N22°00'00"W | 50.68 |
| L55 | N22°00'00"W | 7.97 |
| L56 | N27°00'00"W | 48.60 |
| L57 | N27°00'00"W | 54.95 |
| L58 | N27°00'00"W | 49.95 |
| L59 | N27°00'00"W | 76.77 |
| L60 | N22°00'00"W | 1.20 |
| L61 | N22°00'00"W | 69.21 |
| L62 | N12°47'45"W | 36.10 |
| L63 | N12°47'45"W | 45.41 |
| L64 | N21°03'27"W | 32.78 |
| L65 | S21°37'33"E | 29.69 |
| L66 | S21°37'33"E | 37.76 |
| L67 | S21°37'33"E | 26.82 |
| L68 | N21°38'04"W | 50.16 |
| L69 | N21°38'04"W | 50.04 |
| L70 | N21°38'04"W | 30.92 |
| L71 | N13°39'47"W | 19.42 |
| L72 | N13°39'47"W | 50.83 |
| L73 | N13°39'47"W | 49.00 |
| L74 | N37°00'00"W | 50.49 |
| L75 | N37°00'00"W | 13.70 |
| L76 | N32°29'02"W | 37.18 |
| L77 | N32°29'02"W | 34.12 |
| L78 | N32°29'02"W | 45.81 |
| L79 | N32°29'02"W | 25.49 |
| L80 | N46°36'08"E | 20.31 |
| L81 | N46°36'08"E | 20.01 |
| L82 | N46°36'08"E | 120.80 |
| L83 | S24°00'00"E | 119.69 |
| L84 | N76°33'13"E | 113.44 |
| L85 | S68°56'23"W | 111.59 |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | DELTA | RADIUS | TANGENT | ARC | CHORD | BEARING |
| C1 | 00°27'45" | 205.00 | 0.83 | 1.65 | 1.65 | S16°34'50"E |
| C2 | 89°40'00" | 25.00 | 24.86 | 39.12 | 35.25 | S23°46'23"W |
| C3 | 08°15'52" | 205.00 | 14.81 | 29.57 | 29.54 | S16°55'41"E |
| C4 | 02°01'38" | 155.00 | 2.74 | 5.48 | 5.48 | S13°48'30"E |
| C5 | 03°33'09" | 205.00 | 6.36 | 12.71 | 12.71 | N14°34'19"W |
| C6 | 08°15'22" | 155.00 | 11.20 | 22.36 | 22.34 | N16°55'41"W |
| C7 | 90°20'01" | 25.00 | 25.15 | 39.42 | 35.46 | S66°13'37"E |
| C8 | 08°11'22" | 155.00 | 11.09 | 22.16 | 22.14 | N17°32'29"W |
| C9 | 180°05'55" | 155.00 | ----- | 487.21 | 310.00 | S68°19'58"W |
| C10 | 12°33'58" | 205.00 | 22.57 | 44.96 | 44.87 | N15°26'25"W |
| C11 | 72°17'37" | 15.00 | 10.96 | 18.93 | 17.70 | N45°18'12"W |
| C12 | 184°25'15" | 60.00 | ----- | 193.13 | 119.91 | N10°45'37"E |
| C13 | 72°17'38" | 15.00 | 10.96 | 18.93 | 17.70 | N66°49'25"E |
| C14 | 58°52'40" | 205.00 | 115.69 | 210.66 | 201.51 | N60°06'57"E |
| C15 | 72°17'38" | 15.00 | 10.96 | 18.93 | 17.70 | N53°24'27"E |
| C16 | 184°25'17" | 60.00 | ----- | 193.13 | 119.91 | S70°31'44"E |
| C17 | 72°17'39" | 15.00 | 10.96 | 18.93 | 17.70 | S14°27'54"E |
| C18 | 28°59'38" | 205.00 | 53.01 | 103.74 | 102.63 | S36°06'55"E |
| C19 | 08°11'14" | 205.00 | 14.67 | 29.29 | 29.27 | S17°32'24"E |
| C20 | 04°21'22" | 205.00 | 7.80 | 15.59 | 15.58 | S18°52'55"E |
| C21 | 03°54'30" | 205.00 | 7.00 | 13.98 | 13.98 | S14°45'00"E |
| C22 | 01°53'09" | 155.00 | 2.55 | 5.10 | 5.10 | N13°44'21"W |
| C23 | 06°22'43" | 155.00 | 8.64 | 17.26 | 17.25 | N17°52'15"W |
| C24 | 04°00'54" | 205.00 | 7.19 | 14.36 | 14.36 | N14°48'11"W |
| C25 | 01°53'26" | 205.00 | 3.38 | 6.76 | 6.76 | N20°46'40"W |
| C26 | 10°40'33" | 205.00 | 19.15 | 38.20 | 38.14 | N14°29'42"W |
| C27 | 04°02'20" | 60.00 | 2.12 | 4.23 | 4.23 | N79°25'52"W |
| C28 | 48°35'20" | 60.00 | 27.08 | 50.88 | 49.37 | N53°07'01"W |
| C29 | 30°03'21" | 60.00 | 16.11 | 31.47 | 31.12 | N13°47'41"W |
| C30 | 30°03'20" | 60.00 | 16.11 | 31.47 | 31.12 | N16°15'40"E |
| C31 | 31°44'27" | 60.00 | 17.06 | 33.24 | 32.82 | N47°09'33"E |
| C32 | 39°56'28" | 60.00 | 21.80 | 41.83 | 40.98 | N83°00'01"E |
| C33 | 27°12'59" | 15.00 | 3.63 | 7.13 | 7.06 | N89°21'43"E |
| C34 | 45°04'39" | 15.00 | 6.23 | 11.80 | 11.50 | N53°12'56"E |
| C35 | 11°03'58" | 205.00 | 19.86 | 39.59 | 39.53 | N36°12'38"E |
| C36 | 13°13'39" | 205.00 | 23.77 | 47.33 | 47.22 | N48°21'24"E |
| C37 | 13°12'07" | 205.00 | 23.72 | 47.24 | 47.13 | N61°34'16"E |
| C38 | 12°54'46" | 205.00 | 23.20 | 46.20 | 46.10 | N74°37'43"E |
| C39 | 08°28'10" | 205.00 | 15.18 | 30.30 | 30.28 | N85°19'10"E |
| C40 | 69°00'45" | 15.00 | 10.31 | 18.07 | 17.00 | N55°02'53"E |
| C41 | 03°16'53" | 15.00 | 0.43 | 0.86 | 0.86 | N18°54'19"E |
| C42 | 48°42'11" | 60.00 | 27.16 | 51.00 | 49.48 | N41°36'43"E |
| C43 | 30°44'23" | 60.00 | 16.49 | 32.19 | 31.81 | N81°20'01"E |
| C44 | 33°39'31" | 60.00 | 18.15 | 35.25 | 34.72 | S66°28'03"E |
| C45 | 25°00'49" | 60.00 | 13.31 | 26.19 | 25.99 | S37°07'54"E |
| C46 | 46°18'24" | 60.00 | 25.66 | 48.49 | 47.18 | S01°28'17"E |
| C47 | 42°11'36" | 15.00 | 5.79 | 11.05 | 10.80 | S00°35'07"W |
| C48 | 30°06'02" | 15.00 | 4.03 | 7.88 | 7.79 | S35°33'42"E |
| C49 | 12°41'35" | 205.00 | 22.80 | 45.41 | 45.32 | S44°15'57"E |
| C50 | 13°38'11" | 205.00 | 24.51 | 48.79 | 48.68 | S31°06'04"E |
| C51 | 02°39'52" | 205.00 | 4.77 | 9.53 | 9.53 | S22°57'02"E |
| C52 | 05°23'38" | 205.00 | 9.66 | 19.30 | 19.29 | S18°56'12"E |
| C53 | 02°47'36" | 205.00 | 5.00 | 9.99 | 9.99 | S14°50'35"E |
| C54 | 42°50'57" | 155.00 | 60.82 | 115.92 | 113.24 | N00°17'29"W |
| C55 | 29°35'24" | 155.00 | 40.94 | 80.05 | 79.16 | N35°55'41"E |
| C56 | 31°12'46" | 155.00 | 43.30 | 84.44 | 83.40 | N66°19'45"E |
| C57 | 43°16'41" | 155.00 | 61.49 | 117.08 | 114.31 | S76°25'35"E |
| C58 | 27°09'55" | 155.00 | 37.45 | 73.49 | 72.80 | S41°12'14"E |
| C59 | 06°00'12" | 155.00 | 8.13 | 16.24 | 16.23 | S24°37'12"E |



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SURVEY #: 2005-0363W F.B.

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# FINAL PLAT
# SONTERRA WEST
# SECTION 8-K

NOTES:

1) IN ORDER TO PROMOTE POSITIVE DRAINAGE AWAY FROM A STRUCTURE, FINISHED FLOOR ELEVATIONS SHOULD BE BUILT AT LEAST ONE FOOT ABOVE THE SURROUNDING GROUND AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2 INCH PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.

2) A 10' WIDE UTILITY EASEMENT IS HEREBY DEDICATED ADJACENT TO ALL STREET R.O.W. ON ALL LOTS.

3) ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THEIR ASSIGNS.

4) THIS SUBDIVISION IS NOT LOCATED WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER.

5) THIS SUBDIVISION IS LOCATED WITHIN THE JURISDICTION OF WILLIAMSON COUNTY.

6) BUILDING SETBACK LINES SHALL BE IN ACORDANCE WITH SETBACKS SHOWN HEREON, APPLICABLE OWNER RESTRICTIONS RECORDED IN COUNTY RECORDS OR APPLICABLE ORDINANCES.

7) CONSTRUCTION OF ANY IMPROVEMENTS ON ANY LOT IN THE SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS FOR SONTERRA WEST SUBDIVISION AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

8) DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.

9) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WATER SUPPLY SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

10) NO STRUCTURE OR IMPROVEMENT ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A WASTEWATER COLLECTION SYSTEM APPROVED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

11) THE OWNER OF THIS SUBDIVISION AND HIS HEIRS, SUCCESSORS AND ASSIGNS ASSUMES THE RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF ALL SUBDIVISION IMPROVEMENTS WHICH SHALL COMPLY WITH APPLICABLE CODES, RULES AND REGULATIONS AND REQUIREMENTS OF WILLIAMSON COUNTY, TEXAS AND THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY WHICH ARE IN EFFECT AND APPLICABLE AT THE TIME THE IMPROVEMENTS ARE DESIGNED AND CONSTRUCTED. THE OWNER UNDERSTANDS AND AGREES THAT PLAT VACATION AND REPLATTING MAY BE REQUIRED AT THE OWNERS SOLE EXPENSE IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.

12) WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE SONTERRA MUNICIPAL UTILITY DISTRICT.

13) WATER AND WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH THE DESIGN AND CONSTRUCTION STANDARDS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) OR WILLIAMSON COUNTY. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO TCEQ AND OTHER AGENCIES AS APPROPRIATE AT THE TIME SUCH PLANS ARE PREPARED.

14) THERE ARE NO CEMETERY SITES, EXISTING OR PROPOSED SCHOOL SITES OR OTHER PUBLIC SITES PROPOSED WITHIN THIS SUBDIVISION.

15) NO LOT IN THIS SUBDIVISION IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NO. 48491C0150E EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

16) NO STRUCTURE OR LAND IN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST OBTAINING A CERTIFICATE OF COMPLIANCE FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTATOR.

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

18) THE MINIMUM 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.

19) AN EASEMENT 3 FEET IN WIDTH IS HEREBY DEDICATED ALONG EACH SIDE AND REAR LOT LINE FOR PUBLIC UTILITIES.

FIELD NOTE DESCRIPTION

FIELD NOTE DESCRIPTION OF 12.67 ACRES OF LAND OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 40.00 ACRE TRACT CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALONG WITH ALL OF THAT CERTAIN 2.00 ACRE TRACT CONVEYED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2017000493 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. THE SAID 12.67 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2 inch diameter steel pin set on the north line of the said 40.00 acre SONWEST CO tract, the same being the south line of that certain 128.69 acre tract called Tract 1 in a deed to M. Howard Faske and wife, Martha Faske recorded in Document Number 2003120609 of the Official Public Records of Williamson County, Texas, being at the northwest corner of Lot 21, Block V DRAINAGE LOT, Sonterra West Section 8–J Phase 4, a subdivision of record in Document Number 2016068462 of the Official Public Records of Williamson County, Texas, from which a ½ inch diameter steel pin found on the west line of County Road 332 at the southeast corner of the said 128.69 acre Faske tract bears N 68°36'23" E, 734.15 feet;

THENCE, along the west line of the said Sonterra West Section 8–J, Phase 4 subdivision, the following three (3) courses and distances:

1) S 21°18'01" E, 165.00 feet to a ½ inch diameter steel pin set;

2) S 68°36'23" W, 121.46 feet to a ½ inch diameter steel pin set;

3) S 20°53'13" E, 519.70 feet to a ½ inch diameter steel pin set at the northeast corner of Lot 1, Block T, Sonterra West Section 8–J, Phase 2, a subdivision of record in Document Number 2016003335 of the Official Public Records of Williamson County, Texas;

THENCE, along the north line of the said Sonterra West Section 8–J, Phase 2 subdivision, the following seven (7) courses and distances:

1) S 68°56'23" W, 177.42 feet to a 1/2 inch diameter steel pin set;

2) With a curve to the left, having a central angle of 00°27'45", a radius of 205.00 feet, an arc of 1.65 feet and a chord bearing and distance of S 16°34'50" E, 1.65 feet to a 1/2 inch diameter steel pin set;

3) S 68°56'23" W, 110.48 feet to a 1/2 inch diameter steel pin set;

4) N 14°36'50" W, 9.96 feet to a 1/2 inch diameter steel pin set;

5) S 76°33'13" W, 164.22 feet to a 1/2 inch diameter steel pin set;

6) S 13°26'47" E, 12.09 feet to a 1/2 inch diameter steel pin set;

7) S 65°55'58" W, 152.07 feet to a 1/2 inch diameter steel pin set on the east line of Lot 7, Block R, Sonterra West Section 8–J, Phase 1, a subdivision of record in Document Number 2015073387 of the Official Public Records of Williamson County, Texas;

THENCE, along the east and north lines of the said Sonterra West Section 8–J, Phase 1 subdivision, the following six (6) courses and distances:

1) N 21°38'05" W, 131.12 feet to a ½ inch diameter steel pin set;

2) N 13°39'47" W, 119.25 feet to a ½ inch diameter steel pin set;

3) N 37°00'00" W, 64.20 feet to a ½ inch diameter steel pin set;

4) S 68°16'38" W, 148.49 feet to a ½ inch diameter steel pin set;

5) N 21°43'22" W, 6.74 feet to ½ inch diameter steel pin set;

6) S 68°16'38" W, 169.49 feet to a ½ inch diameter steel pin set on the east line of Lot 9, Block S, Sonterra West Section 8–I, Phase 2, a subdivision of record in Document Number 2015029785 of the Official Public Records of Williamson County, Texas, being the southwest corner of the said 2.00 acre SONWEST CO. tract;

THENCE, N 42°16'05" W, passing the northeast corner of the said Sonterra West Section 8–I, Phase 2 subdivision at 43.81 feet and continuing for a total distance of 88.92 feet to a ½ inch diameter steel pin set at an angle point in the west line of the said 2.00 acre SONWEST CO. tract;

THENCE, N 21°23'37" W, a distance of 272.02 feet to a ½ inch diameter steel pin set on the south line of the said 128.69 acre Faske tract at the northwest corner of the said 2.00 acre SONWEST CO. tract, from which a 60d nail found in a fence corner post at the southwest corner of the said Faske Tract bears S 68°36'23" W, 2676.61 feet;

THENCE, N 68°36'23" E, a distance of 1080.87 feet to the PLACE OF BEGINNING, containing 12.67 acres of land, more or less.



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# FINAL PLAT
# SONTERRA WEST
# SECTION 8-K

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL PERSONS BY THESE PRESENTS:

THAT SONWEST CO., A TEXAS CORPORATION, ACTING BY AND THROUGH ANDY BILGER, VICE PRESIDENT, OWNER OF THAT CERTAIN 40.00 ACRE TRACT OUT OF THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, WILLIAMSON COUNTY, TEXAS, CALLED TRACT 1 IN A CORRECTION DEED TO SONWEST CO. RECORDED IN DOCUMENT NUMBER 2014090619 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, ALONG WITH THAT CERTAIN 2.00 ACRE TRACT CONVEYED TO SONWEST CO. BY DEED RECORDED IN DOCUMENT NUMBER 2017000493 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 12.67 ACRES OF THE SAID TRACTS IN ACCORDANCE WITH THE PLAT AS SHOWN HEREON TO BE KNOWN AS "SONTERRA WEST SECTION 8-K" AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS AS SHOWN HEREON. SAID TRACT IS SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED. 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 TO THE ENVIRONMENT, INCLUDING (BUT NOT LIMITED TO) THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS AND MUNICIPAL WATERSHED ORDINANCES.

WITNESS MY HAND THIS THE 7th DAY OF March, 2017 A.D.

SONWEST CO., A TEXAS CORPORATION
BY: ANDY BILGER, VICE PRESIDENT
3571 FAR WEST BOULEVARD, SUITE 13
AUSTIN, TEXAS 78731

STATE OF TEXAS } TRAVIS
COUNTY OF ~~WILLIAMSON~~ }

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 7th DAY OF March, 2017, A.D. BY ANDY BILGER ACTING IN THE CAPACITY HEREIN STATED.

Rhonda M. Karcher-Logan
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES August 31, 2018

RHONDA M KARCHER-LOGAN
My Notary ID # 125823812
Expires August 31, 2018

SURVEYOR'S CERTIFICATE

I, TIMOTHY A LENZ, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREON MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION. ALL CORNER MONUMENTS WERE FOUND OR SET AS SHOWN HEREON.

2-28-2017
TIMOTHY A. LENZ DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4393
LENZ & ASSOCIATES, INC.
FIRM NO. 100290-00
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

STATE OF TEXAS
REGISTERED
TIMOTHY A LENZ
4393
PROFESSIONAL
LAND SURVEYOR

I, MICHAEL S. FISHER, P.E. AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ORDINANCE OF WILLIAMSON COUNTY, TEXAS AND THAT NO PORTION OF THIS SUBDIVISION IS CONTAINED WITHIN THE 100 YEAR FLOOD PLAIN AS IDENTIFIED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER 48491C0150E DATED SEPTEMBER 26, 2008 FOR WILIAMSON COUNTY, TEXAS.

3/1/17
MICHAEL S. FISHER DATE
REGISTERED PROFESSIONAL ENGINEER NO. 87704
PAPE DAWSON ENGINEERS, INC., F-470

STATE OF TEXAS
MICHAEL S. FISHER
87704
LICENSED
PROFESSIONAL ENGINEER
3/1/17

APPROVED FOR 911 SERVICE THIS THE 7th DAY OF March, 2017, A.D.

Cindy Bridges
WILLIAMSON COUNTY ADDRESS COORDINATOR

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES AND AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED, IS THE RESPOSIBILITY OF THE OWNER OF THIS 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 IN CONSTRUCTING ANY BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES ON 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 }

I, DAN A. GATTIS, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH WRITTEN FIELD NOTES SHOWN HEREON, AND THE SURVEYOR'S CERTIFICATE APPEARING HEREON, KNOWN AS SONTERRA WEST SECTION 8-I, HAVING BEEN DULY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY SAID COURT WAS DULY CONSIDERED, WAS ON THIS DAY APPROVED, AND SAID PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPERTY RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DAN A. GATTIS DATE
COUNTY JUDGE, WILIAMSON COUNTY, TEXAS

STATE OF TEXAS }
COUNTY OF WILLIAMSON }

KNOWN ALL MEN BY THESE PRESENTS:

I, NANCY RISTER, COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS, 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 WILLIAMSON COUNTY, TEXAS, 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, COUNTY CLERK, WILLIAMSON COUNTY, TEXAS

BY _____ DEPUTY



LENZ & ASSOCIATES, INC.
FIRM No. 100290-00
COMPLETE PROFESSIONAL LAND SURVEYING SERVICES
(512) 443-1174
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704

SURVEY #: 2005-0363W F.B.

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

**Meeting Date:** 03/21/2017

Discuss consider and take appropriate action on approval of the final plat for the Watson Place Subdivision - Pct 2

**Submitted For:** Terron Evertson **Submitted By:** Patrick Hughes, Unified Road System

**Department:** Unified Road System

**Agenda Category:** Consent

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on approval of the final plat for the Watson Place Subdivision - Pct 2.

**Background**

This subdivision is located primarily in Burnet County; only three single family lots and no new public roads are located within Williamson County. The preliminary plat was approved on March 15, 2017. The final plat review fee has been paid.

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**Fiscal Impact**

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

**Attachments**

Final Plat - Watson Place Subdivision

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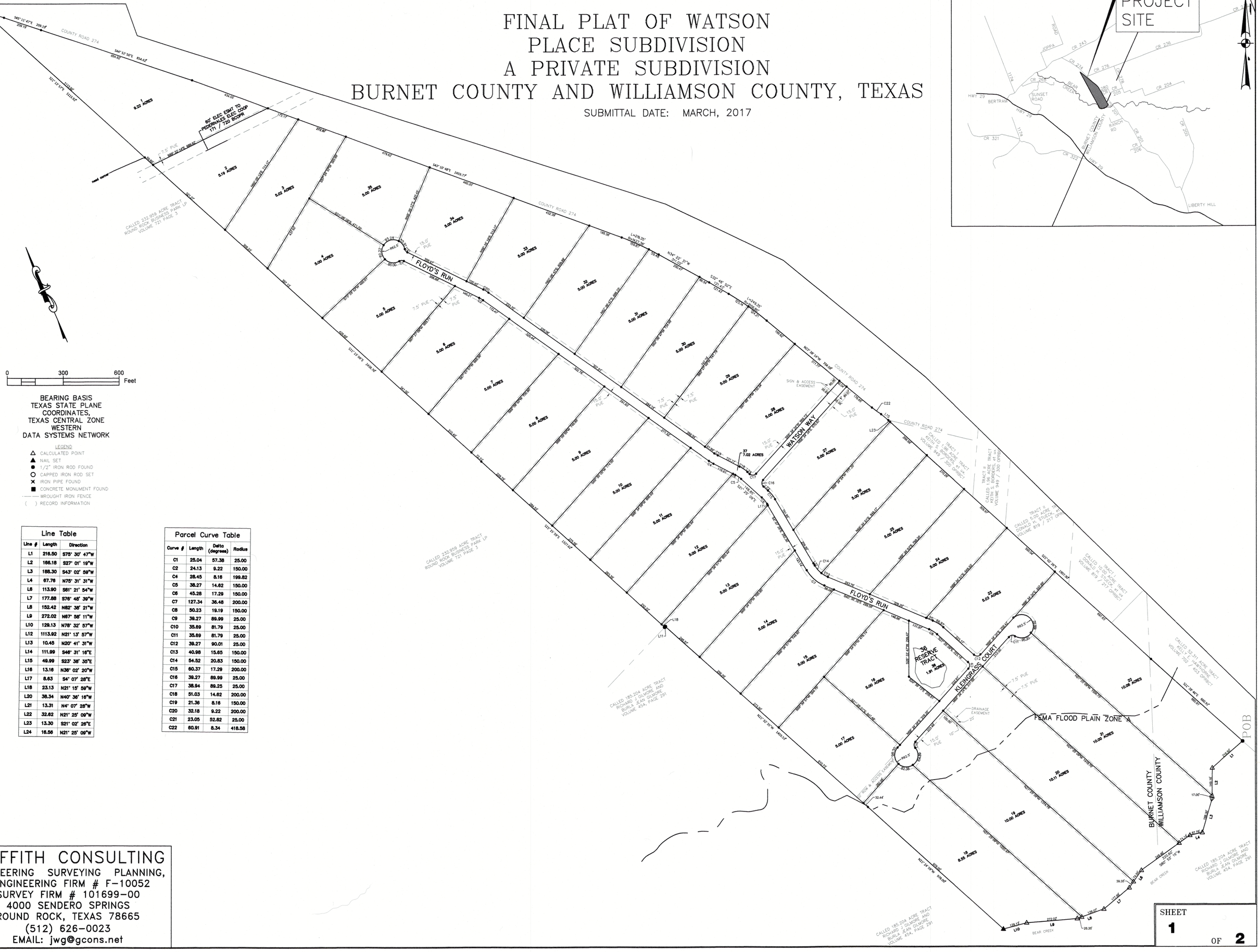
**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 03:52 PM |
| Form Started By: Patrick Hughes | | Started On: 03/15/2017 02:57 PM |
| Final Approval Date: 03/15/2017 | | |

# FINAL PLAT OF WATSON PLACE SUBDIVISION
# A PRIVATE SUBDIVISION
# BURNET COUNTY AND WILLIAMSON COUNTY, TEXAS

SUBMITTAL DATE: MARCH, 2017




BEARING BASIS
TEXAS STATE PLANE
COORDINATES,
TEXAS CENTRAL ZONE
WESTERN
DATA SYSTEMS NETWORK

LEGEND
- △ CALCULATED POINT
- ▲ NAIL SET
- ● 1/2" IRON ROD FOUND
- ○ CAPPED IRON ROD SET
- × IRON PIPE FOUND
- ■ CONCRETE MONUMENT FOUND
- ——— WROUGHT IRON FENCE
- ( ) RECORD INFORMATION

**Line Table**

| Line # | Length | Direction |
|---|---|---|
| L1 | 216.50 | S75° 30' 47"W |
| L2 | 166.18 | S27° 01' 19"W |
| L3 | 188.30 | S43° 02' 59"W |
| L4 | 67.76 | N75° 31' 31"W |
| L5 | 113.90 | S81° 21' 54"W |
| L7 | 177.88 | S76° 48' 39"W |
| L8 | 152.42 | N82° 38' 21"W |
| L9 | 272.02 | N67° 58' 11"W |
| L10 | 129.13 | N78° 32' 57"W |
| L12 | 1113.92 | N21° 13' 57"W |
| L13 | 10.45 | N20° 41' 31"W |
| L14 | 111.99 | S46° 31' 16"E |
| L15 | 49.99 | S23° 38' 35"E |
| L16 | 13.16 | N36° 02' 20"W |
| L17 | 8.63 | S4° 07' 28"E |
| L18 | 23.13 | N21° 15' 59"W |
| L20 | 38.34 | N40° 36' 16"W |
| L21 | 13.31 | N4° 07' 28"W |
| L22 | 32.62 | N21° 25' 09"W |
| L23 | 13.30 | S21° 02' 26"E |
| L24 | 16.56 | N21° 25' 09"W |

**Parcel Curve Table**

| Curve # | Length | Delta (degrees) | Radius |
|---|---|---|---|
| C1 | 25.04 | 57.38 | 25.00 |
| C2 | 24.13 | 9.22 | 150.00 |
| C4 | 28.45 | 8.16 | 199.82 |
| C5 | 38.27 | 14.62 | 150.00 |
| C6 | 45.28 | 17.29 | 150.00 |
| C7 | 127.34 | 36.46 | 200.00 |
| C8 | 50.23 | 19.19 | 150.00 |
| C9 | 39.27 | 89.99 | 25.00 |
| C10 | 35.69 | 81.79 | 25.00 |
| C11 | 35.69 | 81.79 | 25.00 |
| C12 | 39.27 | 90.01 | 25.00 |
| C13 | 40.98 | 15.65 | 150.00 |
| C14 | 54.52 | 20.83 | 150.00 |
| C15 | 60.37 | 17.29 | 200.00 |
| C16 | 39.27 | 89.99 | 25.00 |
| C17 | 38.94 | 89.25 | 25.00 |
| C18 | 51.03 | 14.62 | 200.00 |
| C19 | 21.36 | 8.16 | 150.00 |
| C20 | 32.18 | 9.22 | 200.00 |
| C21 | 23.05 | 52.82 | 25.00 |
| C22 | 60.91 | 8.34 | 418.58 |


GRIFFITH CONSULTING
ENGINEERING SURVEYING PLANNING,
ENGINEERING FIRM # F-10052
SURVEY FIRM # 101699-00
4000 SENDERO SPRINGS
ROUND ROCK, TEXAS 78665
(512) 626-0023
EMAIL: jwg@gcons.net

OWNER'S CERTIFICATION
STATE OF TEXAS:

COUNTY OF WILLIAMSON:

KNOW ALL MEN BY THERE PRESENTS: THAT HOMETOWN RENOVATIONS LLC, BEING THE OWNERS OF THAT CERTAIN 212.142 ACRE TRACT RECORDED IN DOCUMENT NO. 2015091018 AND 201508581 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS ( THE "PROPERTY"), DO HEREBY SUBDIVIDE THE PROPERTY AS SHOWN HEREON AND DO HEREBY ADOPT THIS PLAT TO BE KNOWN AS "WATSON PLACE SUBDIVISION" AS THE OFFICIAL PLAT FOR THE PROPERTY, AND DO HEREBY DEDICATE THE STREETS AND EASEMENTS DESCRIBED HEREIN TO THE PROPERTY OWNERS.

WITNESS MY HAND THIS 15th DAY OF March, 2017.

BY: _____
TODD S. COX , GOVERNING PERSON
217 CIBOLO RIDGE DR.
GEORGETOWN, TEXAS 78628

STATE OF TEXAS:

COUNTY OF WILLIAMSON:

BEFORE ME, IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TODD S. COX, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 15th DAY OF March, 2017.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NOTARY PUBLIC STATE OF TEXAS
MARY SELENA LONG
My Commission Expires
September 15, 2019

HEALTH DISTRICT APPROVAL NOT REQUIRED

NO HEALTH DISTRICT APPROVAL REQUIRED. THERE WILL BE NO DEVELOPMENT OR CONSTRUCTION ON ANY LOT THIS LIES WITHIN WILLIAMSON COUNTY. THIS IMPACTS PORTIONS OF LOTS 20–22.

OWNERS RESPONSIBILITY:

IT IS THE RESPONSIBILITY OF THE OWNER, NOT WILLIAMSON 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. WILLIAMSON COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR MAY CHANGE.

IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS. WILLIAMSON COUNTY COMMISSIONER'S COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, NOR FOR ANY ROADS SINCE ALL IMPROVEMENTS AND ROADS WILL BE LOCATED WITHIN BURNET COUNTY, TEXAS.

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, 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 _____ , 2017 A.D., AT _____ O'CLOCK, _____ M. AND DULY RECORDED THIS THE

DAY OF _____ , 2017 A.D. AT _____ O'CLOCK _____ M., IN THE OFFICIAL PUBLIC RECORDS OF

SAID COUNTY IN INSTRUMENT NO. _____ .

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

NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY: _____ DEPUTY

NOTES:

1. A PORTION OF PROPERTY SHOWN HEREON DOES LIE WITHIN ZONE A , AS SHOWN ON THE BURNET AND WILLIAMSON COUNTY FLOOD INSURANCE RATE MAP NO. 48053C0550 F, DATED MARCH 15, 2012 AND 48491C0250 E DATED SEPTEMBER 26, 2008.
2. EACH DWELLING CONSTRUCTED OR PLACED ON THE SUBDIVISION SHALL BE CONNECTED TO A PRIVATE SEPTIC SYSTEM MEETING THE SPECIFICATIONS AND REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND BURNET COUNTY.
3. WATER IS PROVIDED BY PRIVATE WELLS.
4. THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE.
5. GARBAGE PICKUP IS AVAILABLE BY A COMMERCIAL FIRM.
6. IN APPROVAL OF THIS PLAT BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS, IT IS UNDERSTOOD THAT BUILDING AND MAINTENANCE OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS AND OTHER THOROUGHFARES OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS OR DEVELOPERS OF THE TRACT OF LAND COVERED BY THIS PLAT ACCORDING TO THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS AND WILL NEVER BE ACCEPTED AS COUNTY ROADS BY THE COMMISSIONER'S COURT OF BURNET COUNTY, TEXAS.
7. THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE BURNET COUNTY SUBDIVISION REGULATIONS DATED JANUARY 11, 2011.
8. ELECTRICAL SERVICE IS PROVIDED BY PEDERNALES ELECTRIC COOP.
9. TELEPHONE SERVICE IS PROVIDED BY VERIZON TELEPHONE COMPANY.
10. THIS PLAT INCLUDES 7.02 ACRES OF NEW ROAD RIGHT OF WAY.
11. THIS PLAT INCLUDES 5632 LINEAR FEET OF NEW ROADS.
12. BASIS OF BEARINGS FOR THIS SURVEY IS THE TEXAS STATE PLAIN (GRID), CENTRAL ZONE, NAD83.
13. NO LOTS WITHIN THIS SUBDIVISION SHALL BE RESUBDIVIDED INTO SMALLER TRACTS.
14. ONLY LOTS 1, 2, AND 3 WILL HAVE ACCESS OFF OF CR 274. ALL OTHER LOTS MAY NOT HAVE ACCESS OF CR 274 AND WILL INSTEAD BE REQUIRED TO HAVE ACCESS FROM THE INTERNAL SUBDIVISION ROADS ONLY BOTH AT THE PRESENT AND IN THE FUTURE.
15. BY FILING THIS PLAT (OWNERS), AND ALL FUTURE OWNERS OF PROPERTY WITHIN THIS SUBDIVISION, BY PURCHASING SUCH PROPERTY ACKNOWLEDGE AND AGREE THAT THE COUNTY SHALL HAVE NO OBLIGATION WHATSOEVER TO REPAIR OR ACCEPT MAINTENANCE OF THE ROADS IN THIS SUBDIVISION.
16. THE COUNTY SHALL NOT BE RESPONSIBLE FOR THE QUANTITY OR QUALITY OF A RELIABLE WATER SOURCE; AND FOR PLATS WHICH PROPOSE PRIVATE ROADS, THE PLAT SHALL STATE THE FOLLOWING; THE COUNTY SHALL NOT ACCEPT ALL OR A PORTION OF THE ROADS IN THIS SUBDIVISION FOR MAINTENANCE.
17. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL IT IS CONNECTED TO AN APPROVED ON SITE SEWAGE FACILITY, IN ACCORDANCE WITH BURNET COUNTY ENVIRONMENTAL SERVICES.
18. NO STRUCTURE OR LAND WITHIN THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHIN WILLIAMSON COUNTY FLOODPLAIN. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT ON LOTS 21 AND 22. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE OF THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE WHICHEVER IS HIGHER.
19. RURAL MAILBOXES SHALL BE SET THREE FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN ARTERIAL RIGHT–OF–WAY SHALL MEET THE CURRENT TXDOT STANDARDS, ANY MAILBOX THAT DOES NOT MEET THE REQUIREMENTS MAYBE REMOVED BY WILLIAMSON COUNTY.

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, JAMES W. GRIFFITH, REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE PERIMETER FIELD NOTES HEREON HAVE A MATHEMATICAL CLOSURE IN COMPLIANCE WITH STANDARDS AS SET OUT IN THE "MANUAL OF PRACTICE" OF THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED BY:

GRIFFITH CONSULTING
TX. SURVEY FIRM NO. 101699–00
ROUND ROCK, TEXAS 78681
(512)626–0023

_____ 3-14-17
JAMES W. GRIFFITH DATE
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 1885
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JAMES W. GRIFFITH
1885
PROFESSIONAL
LAND SURVEYOR

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

THAT I, JAMES W. GRIFFITH, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH WILLIAMSON COUNTY SUBDIVISION REGULATIONS, AND THE DESIGN AND CONSTRUCTION STANDARDS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

GRIFFITH CONSULTING
TX. ENGINEERING FIRM NO. F–10052
ROUND ROCK, TEXAS 78681
(512)626–0023

_____ 3-14-17
JAMES W. GRIFFITH DATE
REGISTERED PROFESSIONAL ENGINEER # 41184
STATE OF TEXAS

STATE OF TEXAS
JAMES W. GRIFFITH
41184
REGISTERED
PROFESSIONAL ENGINEER

# FINAL PLAT OF WATSON PLACE SUBDIVISION A PRIVATE SUBDIVISION BURNET COUNTY AND WILLIAMSON COUNTY ,TEXAS

SUBMITTAL DATE: MARCH, 2017

FIELD NOTES

BEING A 212.142 ACRES TRACT OF LAND CONSISTING OF APPROXIMATELY 205.603 ACRES OUT OF AND A PART OF THE WILLIAM E. MILLER SURVEY NO. 4, ABSTRACT NO. 578, IN BURNET COUNTY, TEXAS AND APPROXIMATELY 6.539 ACRES OUT OF AND A PART OF THE WILLIAM E. MILLER SURVEY NO. 4, ABSTRACT NO. 413, IN WILLIAMSON COUNTY, TEXAS, AND BEING THE SAME LAND DESCRIBED IN THE FOLLOWING TWO WARRANTY DEEDS WITH VENDOR'S LIEN, AS FOLLOWS:

1) 202.198 ACRES OF LAND CONVEYED FROM ANNIE DELL TAYLOR, TAMMY WALKER AND ALVA WATSON, CO-EXCUTORS OF THE ESTATE OF FLOYD B. WATSON, DECEASED, TO TODD S. COX AND KATHY O. COX, DATED OCTOBER 9, 2015, RECORDED IN DOCUMENT NO. 2015091018 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS; AND
2) 10.01 ACRES OF LAND CONVEYED FROM CHRISS SYLVESTER AND MARJORIE SYLVESTER (INCORRECTLY VESTED IN TITLE AS MARJORIE DELL TAYLOR IN THE GENERAL WARRANTY DEED DATED OCTOBER 7, 2015, RECORDED UNDER DOCUMENT NO. 201508404OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS) TO TODD S. COX AND KATHY O. COX, DATED OCTOBER 9, 2015, RECORDED IN DOCUMENT NO. 201508581 OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS;

SAID 212.142 ACRES TRACT, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1-1/2 INCH IRON ROD FOUND IN THE CENTERLINE OF BEAR CREEK, SAME BEING THE MOST NORTHERLY SOUTHEAST CORNER OF A CALLED 185.204 ACRES TRACT OF LAND CONVEYED TO RICHARD J. GILMORE AND BURLA JEAN GILMORE RECORDED IN VOLUME 454, PAGE 291, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAME BEING A POINT ON THE WESTERN LINE OF A CALLED 52.311 ACRES TRACT OF LAND CONVEYED TO KELLY E, AND TRUDY HAWTHORNE, RECORDED IN VOLUME 702, PAGE 403, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

**THENCE TEN** (10) CALLS WITH THE CENTERLINE OF BEAR CREEK, AS FOLLOWS:;

1) S 75°30'47" W, 216.50 FEET TO A CALCULATED POINT;
2) S 27°01'19" W, 166.18 FEET TO A CALCULATED POINT;
3) S 43°02'59" W, 188.30 FEET TO A CALCULATED POINT;
4) N 75°31'31" W, 67.76 FEET TO A CALCULATED POINT;
5) S 80°55'19" W, 320.60 FEET TO A CALCULATED POINT;
6) S 61°21'54" W, 113.90 FEET TO A CALCULATED POINT;
7) S 76°48'39" W, 177.88 FEET TO A CALCULATED POINT;
8) N 82°38'21" W, 152.42 FEET TO A CALCULATED POINT;
9) N 67°58'11" W, 272.02 FEET TO A CALCULATED POINT;
10) N 78°32'57" W, 129.13 FEET TO A PK NAIL SET FOR THE COMMON INTERIOR CORNER OF THE SAID CALLED 185.204 ACRES GILMORE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE N 21°24'59"** W ALONG THE EAST LINE OF THE SAID GILMORE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, A DISTANCE OF 978.00 FEET TO A ¼ INCH IRON ROD FOUND FOR A SLIGHT ANGLE POINT OF THE HEREIN DESCRIBED TRACT;

**THENCE N 21°32'35"** W ALONG THE EAST LINE OF THE SAID GILMORE TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT OF LAND, A DISTANCE OF 1459.53 FEET AN IRON ROD FOUND FOR THE MOST NORTHEAST CORNER OF THE SAID GILMORE TRACT AND AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE S 66°48'15"** W ALONG THE NORTH LINE OF THE SAID GILMORE TRACT, A DISTANCE OF 5.20 FEET TO AN IRON ROD FOUND THE SOUTHEAST CORNER OF A CALLED 232.959 ACRES TRACT DESCRIBED BY QUITCLAIM DEED FROM HERBERT JULIUS COLLINS, HERBY'S CLEAN SWEEP TO ROUND ROCK BUSINESS PARK L.P., DATED OCTOBER 28, 1996, RECORDED IN VOLUME 721, PAGE 3, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, FOR AN EXTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE FIVE (5) CALLS** ALONG THE COMMON EAST LINE OF THE SAID ROUND ROCK BUSINESS PARK TRACT AND THE WEST LINE OF THE HEREIN DESCRIBED TRACT AS FOLLOWS:

1) N 21°15'59" W ALONG THE, A DISTANCE OF 1327.62 FEET TO AN IRON ROD SET FOR A SLIGHT ANGLE OF THE TWO TRACTS;
2) N 21°13'04" W A DISTANCE OF 2438.76 FEET TO AN IRON ROD SET FOR A SLIGHT ANGLE OF THE TWO TRACTS;
3) N 21°13'57" W ALONG THE EAST LINE OF THE SAID ROUND ROCK BUSINESS PARK TRACT, A DISTANCE OF 1113.92 FEET TO AN IRON ROD SET FOR A SLIGHT ANGLE POINT OF THE TWO TRACTS;
4) N 20°49'03" W A DISTANCE OF 39.86 FEET AN IRON ROD FOUND FOR A SLIGHT ANGLE OF THE TWO TRACTS;
5) N 20°41'31" W A DISTANCE OF 10.45 FEET TO AN IRON ROD FOUND AT THE INTERSECTION OF THE APPARENT ANGLED WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 274 MARKING AN EXTERIOR ANGLE POINT IN THE ROUND ROCK BUSINESS PARK TRACT AND THE MOST NORTHERN MOST CORNER OF THE HEREIN DESCRIBED TRACT;

**THENCE ELEVEN (11) CALLS** ALONG THE APPARENT WEST RIGHT-OF-WAY OF COUNTY ROAD 274 AS FOLLOWS:

1) S 46°31'16" E A DISTANCE OF 111.99 FEET TO A CAPPED IRON ROD FOUND AT A SLIGHT ANGLE POINT FOR CORNER;
2) S 45°11'47" E A DISTANCE OF 209.19 FEET TO A CAPPED IRON ROD FOUND AT A SLIGHT ANGLE POINT FOR CORNER;
3) S 44°52'56" E A DISTANCE OF 854.62 FEET TO A CAPPED IRON ROD SET AT A SLIGHT ANGLE POINT FOR CORNER;
4) S 43°10'48" E A DISTANCE OF 2459.77 FEET TO A CAPPED IRON ROD SET AT THE BEGINNING OF A CURVE TO THE RIGHT FOR CORNER;
5) A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 219.35 FEET, A RADIUS OF 1427.38 FEET, A LONG CHORD OF S 38°46'39" E, A DISTANCE OF 219.13 FEET TO A CAPPED IRON ROD FOUND FOR END OF CURVE FOR CORNER;
6) S 34°22'31" E A DISTANCE OF 311.02 FEET TO A CAPPED IRON ROD FOUND AT A SLIGHT ANGLE POINT FOR CORNER;
7) S 32°48'52" E A DISTANCE OF 121.43 FEET TO A CAPPED IRON ROD FOUND, THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER;
8) A CURVE TO THE RIGHT HAVING AN ARC DISTANCE OF 249.35 FEET, A RADIUS OF 1556.80 FEET, A LONG CHORD OF S 28°13'33" E, A DISTANCE OF 249.09 FEET TO AN IRON ROD FOUND FOR END OF CURVE AND FOR CORNER;
9) S 23°38'14" E A DISTANCE OF 734.08 FEET TO A CAPPED IRON ROD FOUND, THE BEGINNING OF A CURVE TO THE LEFT AND FOR CORNER;
10) CURVE TO THE LEFT HAVING AN ARC DISTANCE OF 60.91 FEET, A RADIUS OF 418.58 FEET, A LONG CHORD OF S 27°48'21" E, A DISTANCE OF 60.85 FEET TO A CAPPED IRON ROD SET FOR THE END OF CURVE AND FOR THE MOST NORTHERLY CORNER OF THE SAID CALLED 10.01 ACRES TRACT, AND AN ANGLE CORNER FOR THE HEREIN DESCRIBED TRACT;
11) S 23°38'35" E A DISTANCE OF 49.99 FEET TO A CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF A CALLED TRACT 1, 1.96 ACRES CONVEYED TO KEITH S. BORDERS, ET.UX., RECORDED IN VOLUME 949, PAGE 300, OF THE OFFICIAL PUBLIC RECORDS OF BURNET COUNTY, TEXAS, SAME BEING AN ANGLE POINT OF COUNTY ROAD 274 AND AN ANGLE CORNER FOR THE HEREIN DESCRIBED TRACT;

**THENCE S 21°02'26"** E, DEPARTING THE APPARENT RIGHT-OF-WAY OF COUNTY ROAD 274 AND WITH THE EAST LINE OF THE SAID 10.01 ACRES COX TRACT AND IN PART WITH THE WEST LINE OF THE SAID BORDERS TRACTS AND THE SAID 52.311 ACRES HAWTHORNE TRACT, A DISTANCE OF 1907.90 FEET TO A CAPPED IRON ROD SET AT A SLIGHT ANGLE POINT FOR THE SOUTHEAST CORNER OF THE SAID COX 10.01 ACRES TRACT;

**THENCE S 21°28'46"** E ALONG THE WEST LINE OF THE SAID CALLED 52.311 ACRES HAWTHORNE TRACT AND THE EAST LINE OF THE COX 212, A DISTANCE OF 660.91 FEET TO **THE POINT OF BEGINNING, CONTAINING 212.142 ACRES OF LAND MORE OR LESS.**

| NO. | BY | DATE | REVISION |
|---|---|---|---|
| 1 | JWG | 12/5/2015 | CHANGES RE: CITY REVIEW |


GRIFFITH CONSULTING
ENGINEERING SURVEYING PLANNING,
ENGINEERING FIRM # F-10052
SURVEY FIRM # 101699-00
4000 SENDERO SPRINGS
ROUND ROCK, TEXAS 78665
(512) 626-0023
EMAIL: jwg@gcons.net


FINAL PLAT WATSON PLACE
BERTRAM, TEXAS

FINAL PLAT

STATE OF TEXAS
JAMES W. GRIFFITH
41184
REGISTERED
PROFESSIONAL ENGINEER
3/14/17

SHEET 2 OF 2

**Commissioners Court - Regular Session** **33.**

**Meeting Date:** 03/21/2017

Proclamation

**Submitted By:** Peggy Vasquez, County Attorney

**Department:** County Attorney

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to proclaim the week of APRIL 2 – 8, 2017, NATIONAL CRIME VICTIMS RIGHTS WEEK.

**Background**

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**Fiscal Impact**

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

**Attachments**

PROCLAMATION - CRIME VICTIMS RIGHTS WEEK 2017

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 03:52 PM |
| Form Started By: Peggy Vasquez | | Started On: 03/15/2017 03:02 PM |
| Final Approval Date: 03/15/2017 | | |

**STATE OF TEXAS**

**COUNTY OF WILLIAMSON**

**KNOW ALL MEN BY THESE PRESENTS**

# PROCLAMATION

WHEREAS, Each year thousands of residents of Williamson County experience the trauma, pain, humiliation and personal and financial losses of being a victim of crime; and

WHEREAS, Americans are the victims of more than 20 million crimes each year, affecting individuals and communities; and

WHEREAS, Providing victims with knowledge of their rights and available services strengthens their ability to recover by restoring a sense of self-empowerment; and

WHEREAS, Victims and survivors of crime need and deserve consistent access to support and assistance that can help them cope with the short and long-term consequences of crime; and

WHEREAS, National Crime Victim's Rights Week, April 2nd – 8th, 2017, serves as a call for action and provides an opportunity to recommit to ensuring that all victims of crime are afforded their rights; and

WHEREAS, This year's theme - Strength, Resilience, Justice - reflects a future in which all victims are strengthened by the response they receive, organizations are resilient to face challenges and communities are able to seek collective justice and healing; and

WHEREAS, The most important solution to address crime and victimization is a collective understanding of the devastating emotional, physical, financial, spiritual and social impact of crime on crime survivors, and a collective commitment to provide support and services to victims in need of help; and

WHEREAS, Victims and survivors of crime can gain strength from a wide range of supportive services offered by numerous community and justice system based programs, and the more than 32,000 Federal and State statutes that define and protect their rights; and

WHEREAS, We must remain united in our commitment to ensure that all crime victims and survivors are treated with compassion and respect, recognized as key participants within our systems of justice and afforded services that provide help and hope to them; therefore, be it

RESOLVED, That for every "challenge" to effective victim assistance and services, we stand united in our commitment to develop solutions which ensure that victims and survivors of crime receive the support and services they need and deserve;

NOW THEREFORE, I, DAN A. GATTIS as County Judge of Williamson County, Texas do hereby proclaim the week of

**APRIL 2 – 8, 2017**

**NATIONAL CRIME VICTIMS RIGHTS WEEK**

And reaffirm Williamson County's commitment to victim services and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to take this opportunity to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to serving the needs of all victims of crime so that they may find relevant assistance, support, justice and peace.

_____ _____

DAN A. GATTIS, COUNTY JUDGE DATE

**Commissioners Court - Regular Session** **34.**

**Meeting Date:** 03/21/2017

Proclamation of Williamson County Ag Day and Quarterly Interpretation of AgriLife Programs

**Submitted By:** Angela Dismukes, Ag Extension

**Department:** Ag Extension

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss consider and take appropriate action on Texas A&M AgriLife Extension Quarterly Interpretation of Programs to elected officials and Ag Day Proclamation.

**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. | Rebecca Clemons | 03/14/2017 02:07 PM |
| Form Started By: Angela Dismukes | | Started On: 03/13/2017 08:35 AM |
| Final Approval Date: 03/14/2017 | | |

**Commissioners Court - Regular Session** **35.**

**Meeting Date:** 03/21/2017

Order Appointing County Auditor

**Submitted For:** Julie Kiley **Submitted By:** Julie Kiley, County Auditor

**Department:** County Auditor

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on recording in the Williamson County Commissioners Court's minutes the Williamson County District Judges' order appointing Jerri L. Jones to serve as the Williamson County Auditor for the remainder term commencing on March 1, 2017 and ending on December 31, 2018; and order directing the payment of the Williamson County Auditor's salary [Texas Local Government Code §84.003(b)].

### Background

## Fiscal Impact

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

## Attachments

County Auditor Appointment

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Form Started By: Julie Kiley | | Started On: 03/08/2017 02:45 PM |
| Final Approval Date: 03/09/2017 | | |

The State of Texas )

County of Williamson)

In Chambers

In compliance with Section 84 of the Texas Local Government Code, it is the duty of the District Judges of the Judicial Districts comprising Williamson County, Texas to appoint a County Auditor for Williamson County, Texas and to prescribe the compensation which he shall receive for his services as such competent person, and whereas the compensation herein fixed is not more than the amount of the compensation allowed by law.

NOW THEREFORE, by virtue of the authority vested in us by law, we do hereby appoint Jerri L. Jones as County Auditor of Williamson County, Texas for the unexpired portion of the two year term beginning January 1, 2017, at an annual salary of One Hundred and Forty Thousand Dollars and Zero cents ($140,000.00) to be prescribed by law out of the General Fund of said Williamson County, Texas, and shall qualify as provided by Section 84 of the Texas Local Government Code.

Done at Georgetown, Texas on this the 1st day of March 2017.

BETSY LAMBETH, District Judge
Of the 425th Judicial District of Texas

Done at Georgetown, Texas on this the 1st day of March 2017.

DONNA KING, District Judge
Of the 26th Judicial District of Texas

Done at Georgetown, Texas on this the 1st day of March 2017.

STACEY MATHEWS, District Judge
Of the 277th Judicial District of Texas

FILED
at 11:30 o'clock A M

MAR 03 2017

District Clerk, Williamson Co. TX

Done at Georgetown, Texas on this the 1st day of March 2017.

RICK J. KENNON, District Judge
Of the 368th Judicial District of Texas

Done at Georgetown, Texas on this the 1st day of March 2017.

RYAN D. LARSON, District Judge
Of the 395th Judicial District of Texas

**Commissioners Court - Regular Session** **36.**

**Meeting Date:** 03/21/2017

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**

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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 | 02/23/2017 10:28 AM |
| Form Started By: Lydia Linden | | Started On: 02/23/2017 08:31 AM |
| Final Approval Date: 02/23/2017 | | |

**Commissioners Court - Regular Session** **37.**

**Meeting Date:** 03/21/2017

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 March 2017 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**

March 2017 CSR

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 02:53 PM |
| Form Started By: Dawn Haggard | | Started On: 03/15/2017 12:00 PM |
| Final Approval Date: 03/15/2017 | | |

# ROAD BOND & PASS THROUGH FINANCING

## Construction Summary Report

WILLIAMSON COUNTY
1848

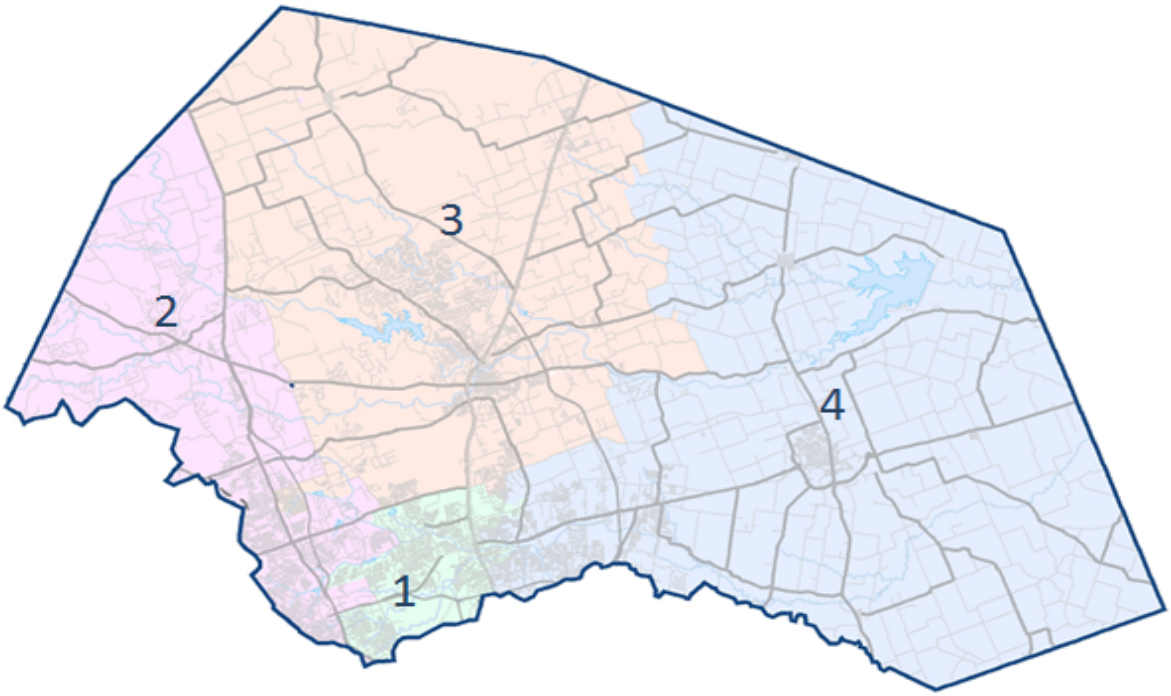
**County Judge**
**Dan Gattis**

**Commissioners**
**Terry Cook**
**Cynthia Long**
**Valerie Covey**
**Larry Madsen**

# March 2017

WWW.ROADBOND.ORG

Volume XVI - Issue No.03




**Presented By:**

PRIME STRATEGIES, INC.

HNTB

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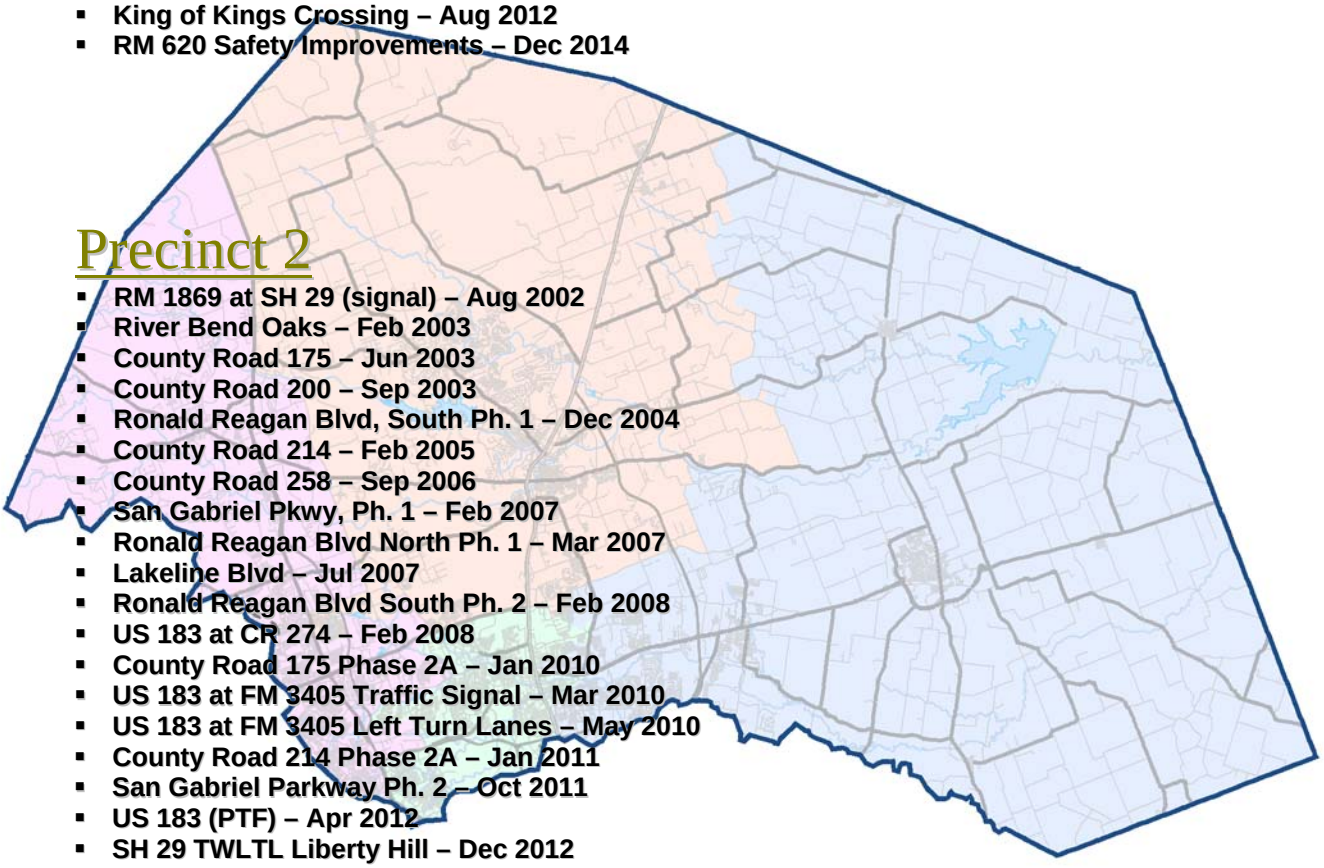
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2017

## 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**

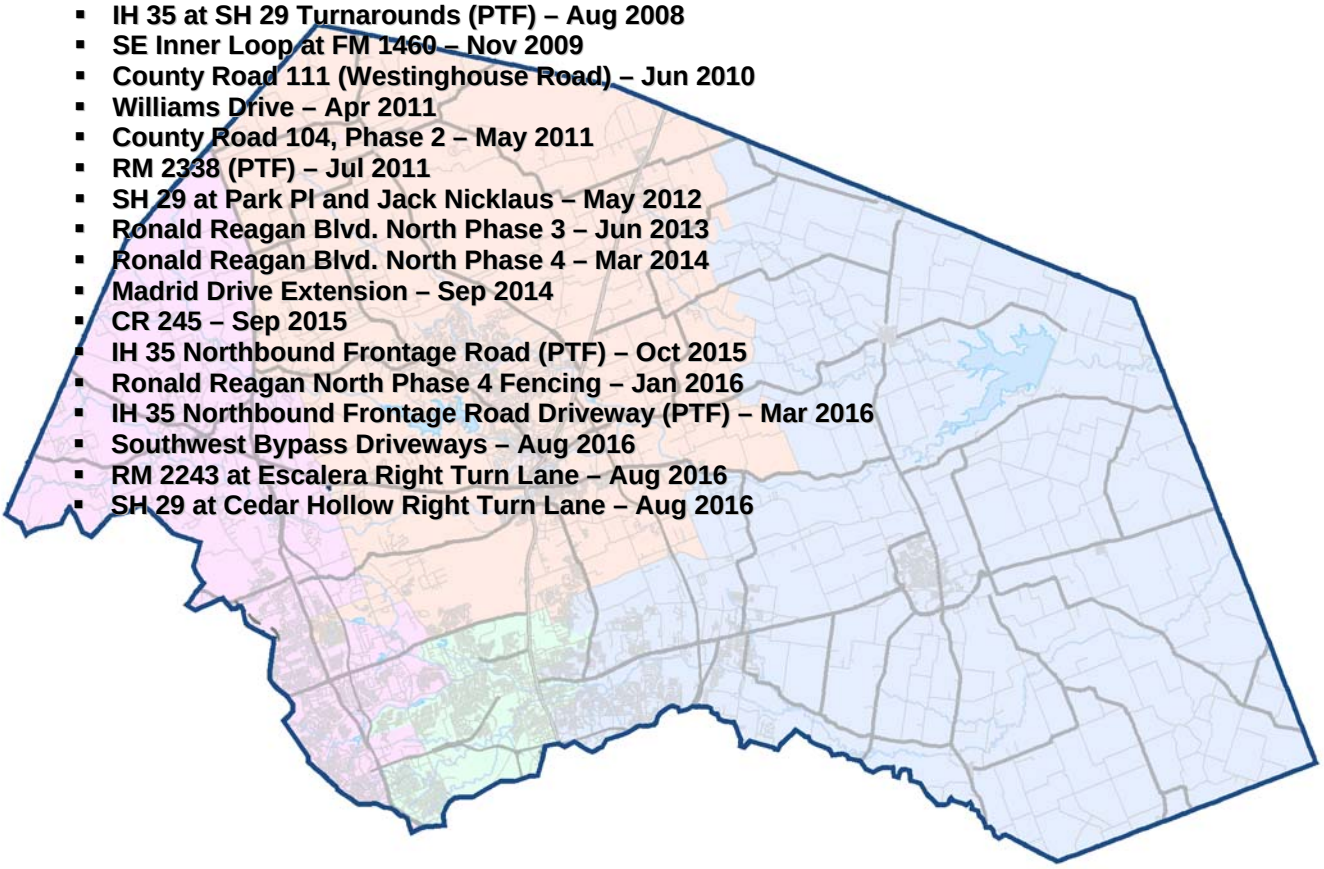
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2017

## 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**



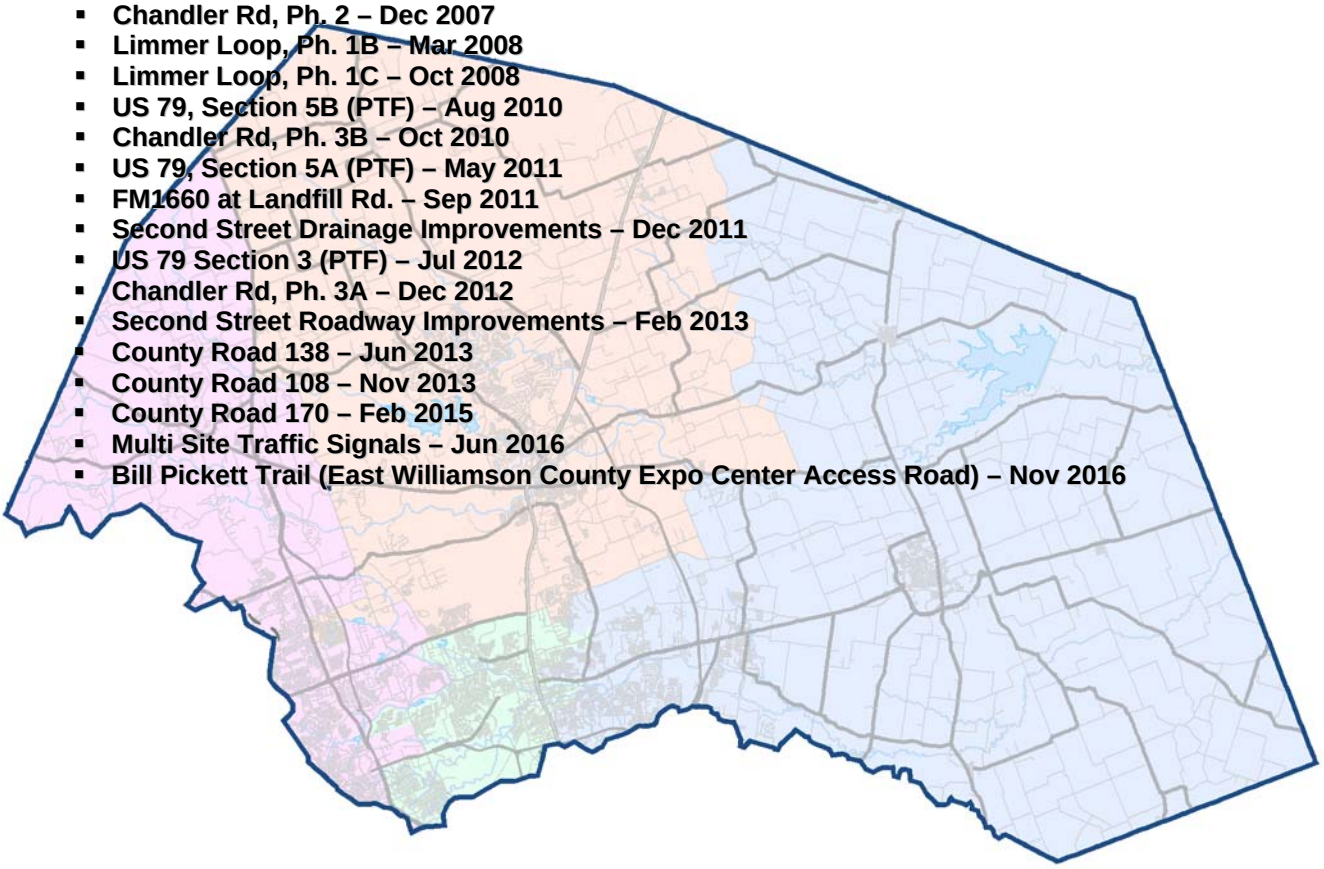
# WILLIAMSON COUNTY
# ROAD BOND PROGRAM

## COMPLETED PROJECTS

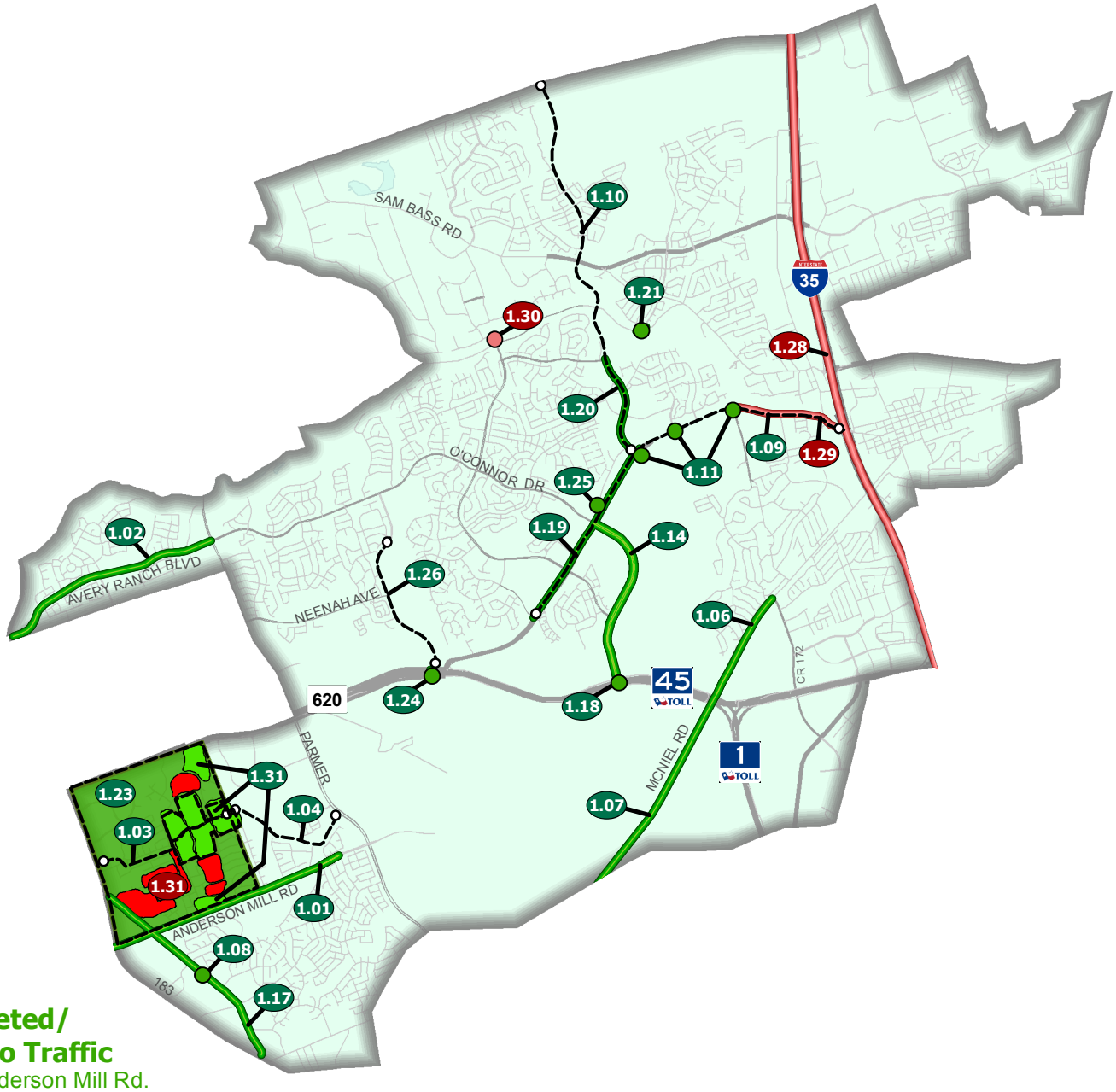
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF FEBRUARY 2017

## 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**
- **Bill Pickett Trail (East Williamson County Expo Center Access Road) – Nov 2016**



# 2006 Road Bond Program Projects
# Precinct 1 - Commissioner Birkman



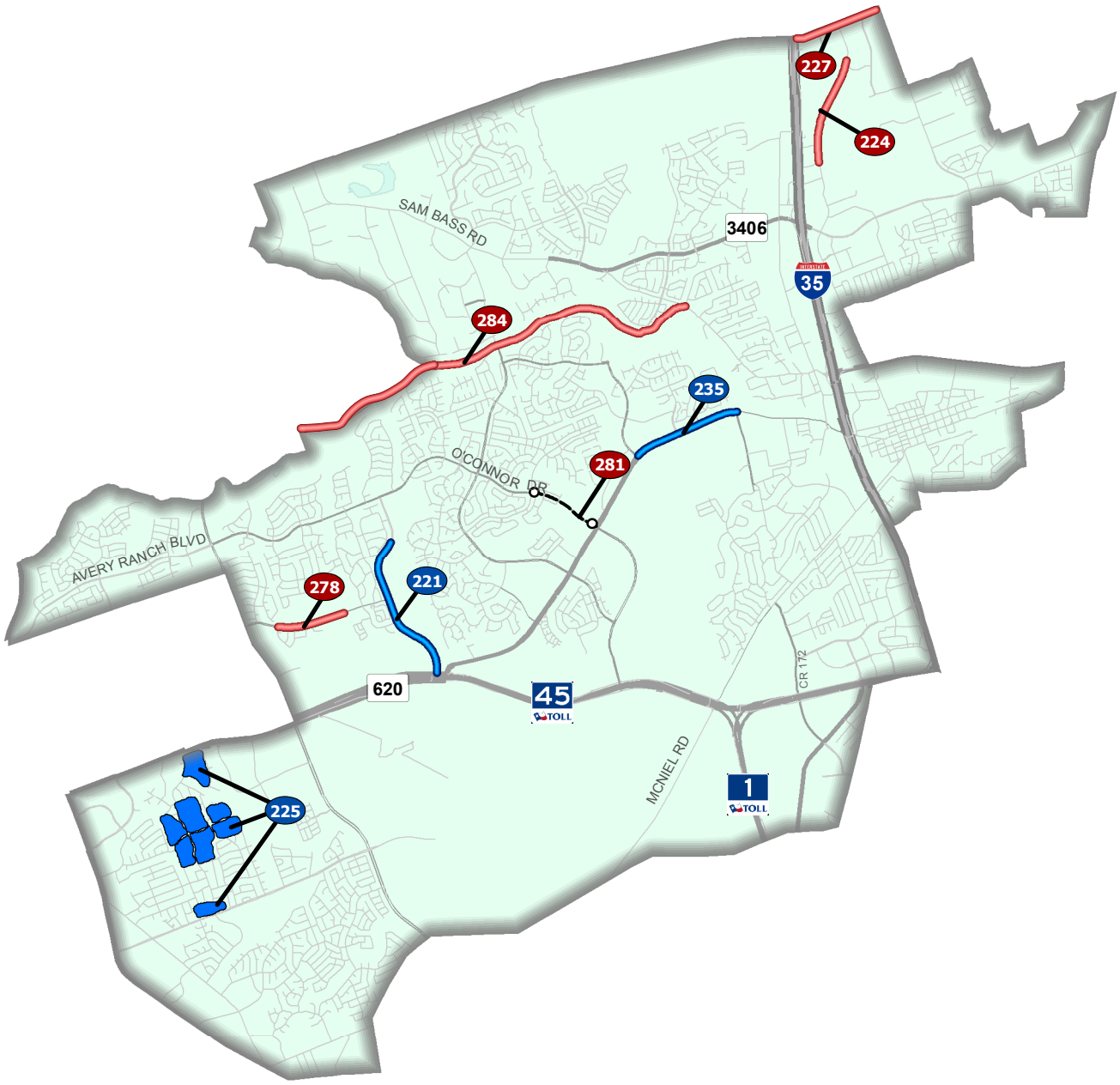

## Completed/ Open to Traffic

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



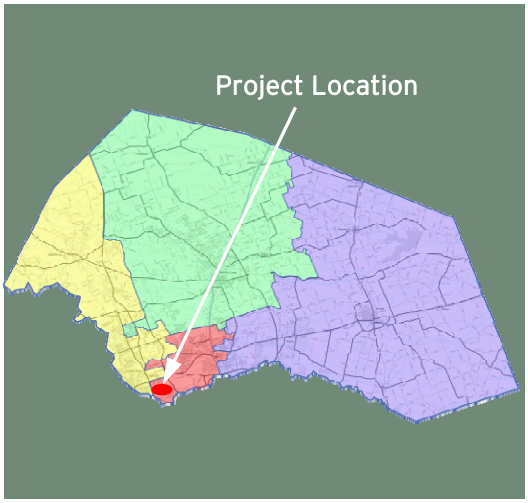

## Under Construction/Bidding

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: $3.6 Million



## FEBRUARY 2017 IN REVIEW

**2/03/2017:** DeNucci completed all storm pipe installation in the Sherbrooke zone and began Water Line D relocation work in the Braeburn Glen zone. The Contractor's concrete crew continues reconstructing concrete driveways along Broadmeade and the dirt crew continues prepping trenches for asphalt placement, both in the Sherbrooke zone.

**2/10/2017:** Water Line relocation work continued in the Braeburn Glen zone on Braeburn Glen and Moorberry. Concrete crews continued reconstructing concrete driveways in the Sherbrooke zone.

**2/17/2017:** Water Line relocation work in the Braeburn Glen zone was completed on Braeburn Glen and Moorberry. The 36" RCP installation along Broadmeade, also in the Braeburn Glen zone, was interrupted by the discovery of an unmarked 8" water line in conflict with the proposed storm line. The concrete driveways and the trench prep were completed.

**2/24/2017:** DeNucci began installing 36" and 30" RCP upstream from the existing 8" water line. Subcontractor Fuquay hyrdromulched and DeNucci installed erosion control blankets in the Sherbrooke zone.



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

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

HNTB

PRIME STRATEGIES, INC.

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

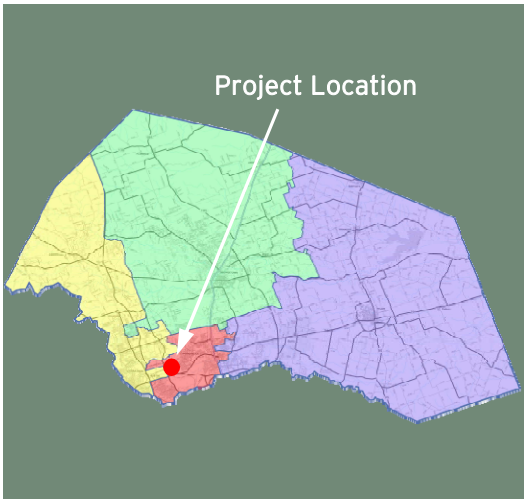
Original Contract Price = $3,556,659.50

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 6/9/2016 | 7/1/2016 | 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 |
| 4 | 11/1/2016 | 12/2/2016 | 32 | $182,471.22 | $810,813.10 | $20,274.58 | $90,090.34 | 25 | 19 |
| 5 | 12/3/2016 | 12/31/2016 | 29 | $177,314.97 | $988,128.07 | $19,701.67 | $109,792.01 | 31 | 24 |
| 6 | 1/1/2017 | 1/31/2017 | 31 | $231,302.70 | $1,219,430.77 | $25,700.30 | $135,492.31 | 38 | 29 |
| 7 | 2/1/2017 | 2/28/2017 | 28 | $275,910.16 | $1,495,340.93 | $30,656.68 | $166,148.99 | 47 | 34 |

Adjusted Price = $3,556,659.50






**Pearson Ranch Road**
(Iveans Way to SH 45 ROW)

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



## FEBRUARY 2017 IN REVIEW

**2/03/2017:** Jimmy Evans continued grading and prep work for lime treated subgrade. Embankment for sidewalk was placed between Round Rock ISD (RRISD) Bus Garage and Iveans way. The 36" RCP installation began. Manhole and curb inlet installations on the south end of the project began.

**2/10/2017:** Grading and prep work for lime treated subgrade continued. Sidewalk embankment was completed between RRISD Bus Garage and Iveans Way. The 36" RCP, manholes and curb inlet installation were all completed. Flowable fill and rock backfill for Void 120 was placed.

**2/17/2017:** Lime was placed south of the Neenah intersection. 1st course flex base was placed north of the RRISD Bus Garage and the rock backfill for Void 120 was completed. Void 143 was excavated and the placement of rock backfill began. Excavation began for the water quality detention pond on TXDOT ROW.

**2/24/2017:** Lime was placed at the Neenah and Iveans Way tie-ins and the north end of the project. Lime treated subgrade was remixed south of the Neenah intersection. 1st course flex base was processed north of the RRISD Bus Garage. Flowable fill and rock backfill for Void 143 was completed. Excavation for the water quality detention pond on TxDOT ROW continued.



Design Engineer: Cunningham-Allen
Contractor: Jimmy Evans
Construction Observation:
Seth Turvey, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**Pearson Ranch Road (Iveans Way to RM 620)**
**Project No. 1607-102**

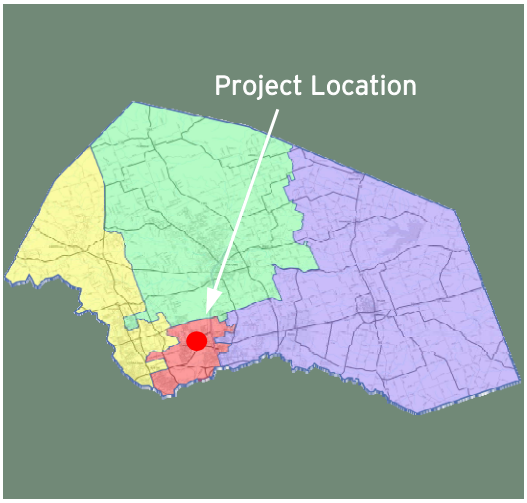
Original Contract Price = $4,516,178.77

| 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 |
| 2 | 12/1/2016 | 12/31/2016 | 31 | $243,555.13 | $439,265.17 | $27,061.68 | $48,807.24 | 11 | 10 |
| 3 | 1/1/2017 | 1/31/2017 | 31 | $202,139.71 | $641,404.88 | $22,459.97 | $71,267.21 | 16 | 20 |
| 4 | 2/1/2017 | 2/28/2017 | 28 | $508,271.85 | $1,149,676.73 | $56,474.65 | $127,741.86 | 28 | 28 |

Adjusted Price = $4,516,178.77






**RM 620 Phase 2**
(Wyoming Springs to Deep Wood Drive)

Project Length: .9 Miles
Roadway Classification: Urban Principal Arterial

Project Schedule: January 2017-March 2018
Estimated Construction Cost: $6.1 Million



## FEBRUARY 2017 IN REVIEW

**2/03/2017:** Cox Commercial Construction excavated the roadway to subgrade.

**2/10/2017:** Excavation and embankment to subgrade continued along the south right of way from Oaklands Drive to Deep Wood Drive.

**2/17/2017:** Excavation and embankment to subgrade continued along the south right of way from Oaklands Drive to Deep Wood Drive.

**2/24/2017:** Excavation and embankment to subgrade along the south right of way from Oaklands Drive to Deep Wood Drive. A portion of box culvert and storm sewer pipe was installed from the edge of existing pavement in the south right of way, across from Oaklands Drive.




Design Engineer: Halff Associates
Contractor: Cox Commercial Construction
Construction Observation: Clayton Weber, HNTB

**Williamson County Road Bond Program**

HNTB

PRIME STRATEGIES, INC.

**RM 620 Safety Improvements (Cornerwood to Wyoming Springs)**
**Project No. 1608-108**

Original Contract Price = $6,082,225.70

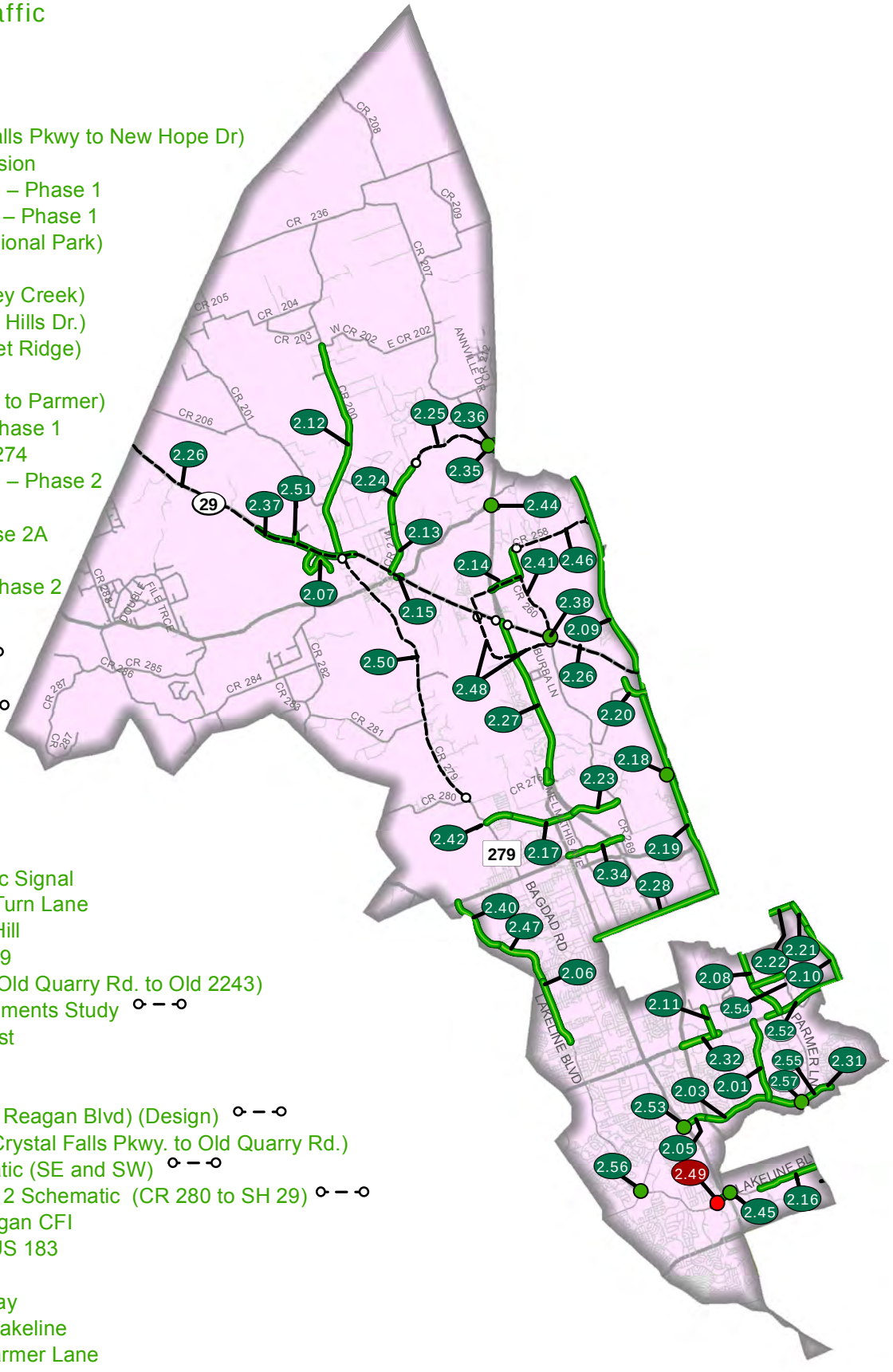
| Letting | Award | Notice To Proceed | Begin Work | Substantially Complete | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/28/2016 | 11/30/2016 | 1/3/2017 | 1/13/2017 | | | | 425 | 0 | 425 |
| | Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | % ($) Used | % Time Used | |
| | 1 | 1/13/2017 | 1/31/2017 | 19 | $459,169.50 | $459,169.50 | 8 | 4 | |
| | 2 | 2/1/2017 | 2/28/2017 | 28 | $280,194.00 | $739,363.50 | 12 | 11 | |

Adjusted Price = $6,082,225.70

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

## Completed/Open to Traffic

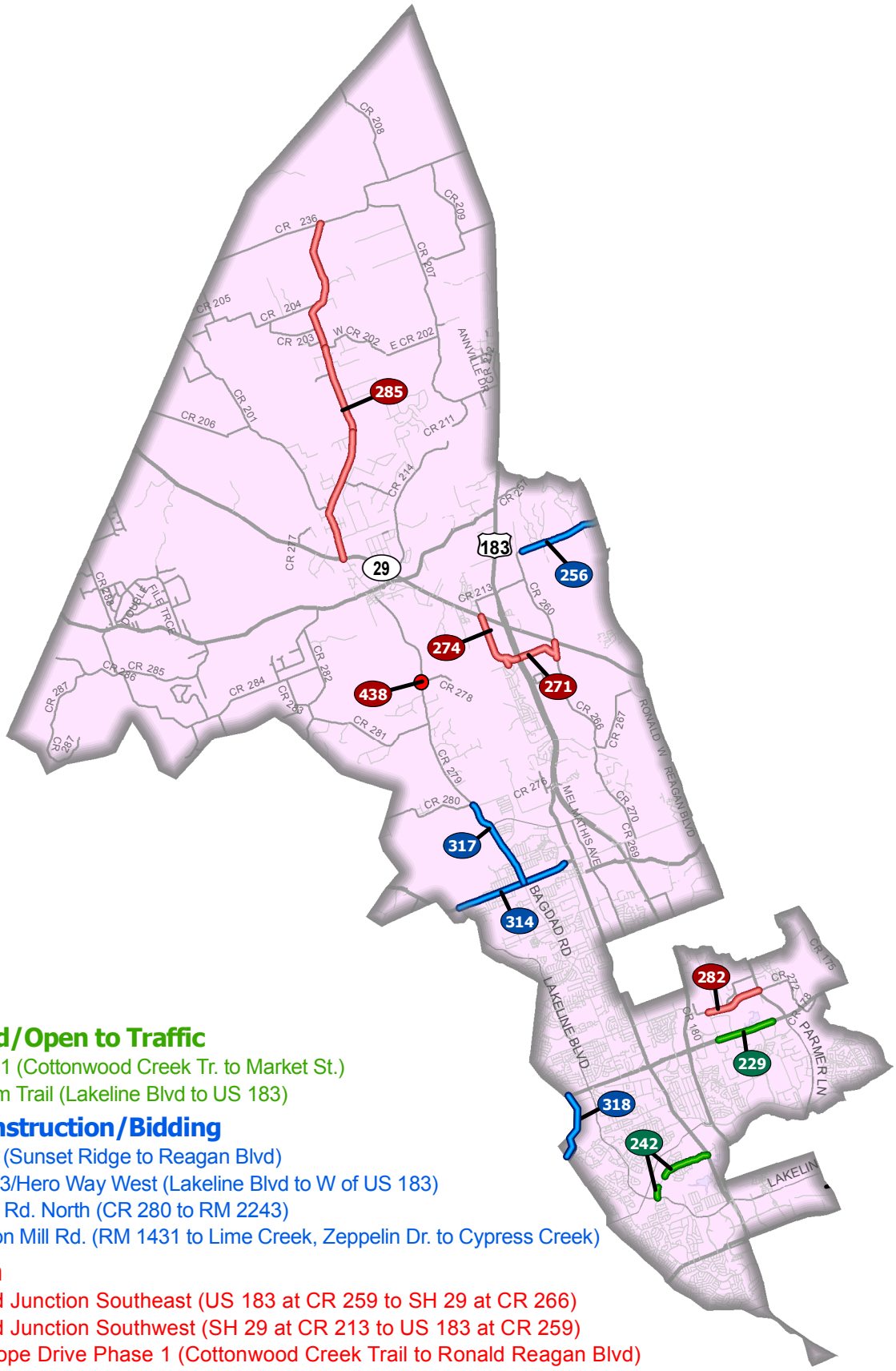
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South – Phase 1
2.09 Ronald W. Reagan North – Phase 1
2.10 CR 175 (RM 1431 to Regional Park)
2.11 CR 185
2.12 CR 200 (CR 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




## Completed/Open to Traffic

229 RM 1431 (Cottonwood Creek Tr. to Market St.)
242 Little Elm Trail (Lakeline Blvd to US 183)

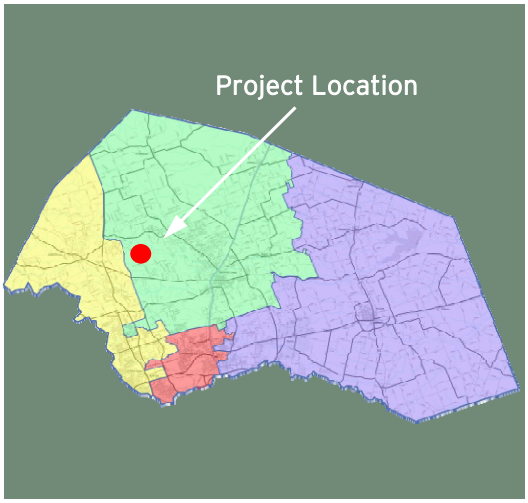
## Under Construction/Bidding

256 CR 258 (Sunset Ridge to Reagan Blvd)
314 Old 2243/Hero Way West (Lakeline Blvd to W of US 183)
317 Bagdad Rd. North (CR 280 to RM 2243)
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)
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



## FEBRUARY 2017 IN REVIEW

**2/03/2017:** Chasco continues to place concrete rip rap at various locations and forming the last two safety end treatments (SETs). Concrete was placed for the Culvert 2 downstream footing. 1st course was placed between Private Road (PR) 907 to west of Culvert 1. Detour paving was completed. The relocation of utilities is ongoing (AT&T). 4 poles remain in conflict.

**2/10/2017:** Traffic has been moved onto the detour. Concrete rip rap was placed at Mosner's driveway. Concrete for SETs was placed at Rock House and Sunny Slope. The headwall was formed and concrete placed for the downstream headwall at Culvert 2.

**2/17/2017:** Forms were set and concrete placed for the T552 rail at Culvert 1. 1st course flex base is being processed from Drwy 9 to PR 907 and from Craigen Rd to Culvert 2.

**2/24/2017:** 1st course flex was processed from Drwy 3 to Craigen Rd. Setting and placing concrete on the T552 rail forms on the downstream headwall at Culvert 2 is ongoing. Riprap is being formed and placed for the downstream channel apron at Culvert 2. The relocation of utilities is ongoing (AT&T). No utility work onsite this week (there are still 3 poles in conflict).



Design Engineer: Civil Engineering Consultants and 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 | $71,958.35 | $94,701.98 | 16 | 7 |
| 3 | 9/1/2016 | 9/30/2016 | 30 | $768,046.95 | $1,620,364.73 | $85,338.55 | $180,040.53 | 31 | 15 |
| 4 | 10/1/2016 | 10/31/2016 | 31 | $523,476.94 | $2,143,841.67 | $58,164.10 | $238,204.63 | 40 | 24 |
| 5 | 11/1/2016 | 11/30/2016 | 30 | $98,689.54 | $2,242,531.21 | $10,965.50 | $249,170.13 | 42 | 32 |
| 6 | 12/1/2016 | 12/31/2016 | 31 | $38,127.37 | $2,280,658.58 | $4,236.38 | $253,406.51 | 43 | 41 |
| 7 | 1/1/2017 | 1/31/2017 | 31 | $636,301.80 | $2,916,960.38 | $70,700.20 | $324,106.71 | 55 | 49 |
| 8 | 2/1/2017 | 2/28/2017 | 28 | $395,763.89 | $3,312,724.27 | $43,973.76 | $368,080.47 | 62 | 57 |

| 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.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 1/31/2017 | 33,848.00 | 43,508.00 |

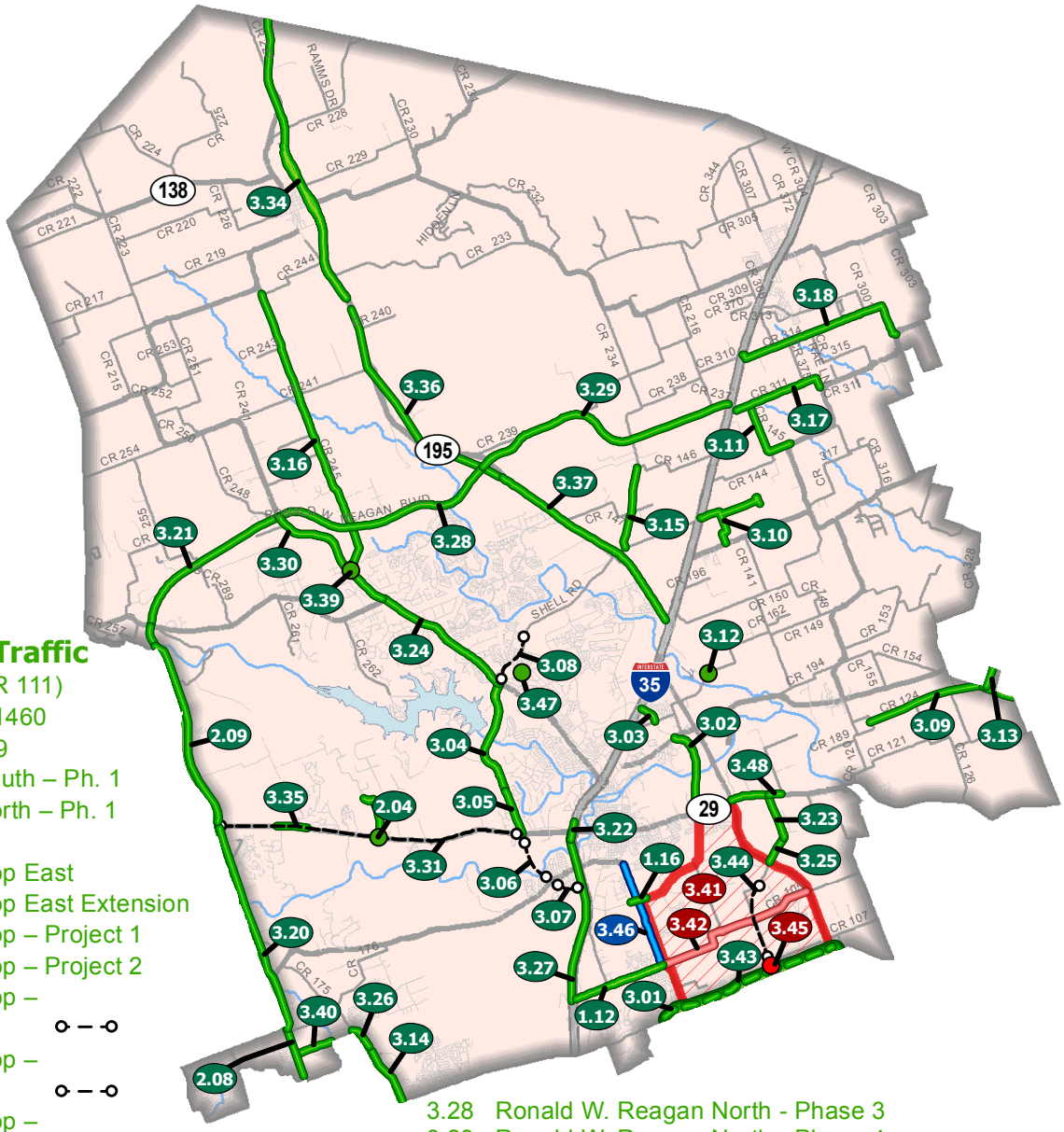
3B: County Convenience. Public relations improvement. 3F: County Convenience. Additional work desired by the County. This Change Order changes the hot mix pavement section on CR 258 from one 3" lift of Type C HMAC PG 70-22 to one 2" lift of Type C HMAC PG 64-22 and one 1.5" lift of Type D HMAC PG 64-22 and deletes the one course surface treatment on Ronald Reagan.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 03 | 2/28/2017 | 38,765.00 | 82,273.00 |

2C: Differing Site Conditions (Unforseeable). New development (conditions changing after PS&E completed). 4B: Third Party Accommodation. Third part requested work. This change order reflects multiple driveway changes including, extending a driveway culvert to accommodate a new driveway location, relocating a proposed driveway, extending a driveway culvert to save a heritage oak tree, adding a driveway to the project and shortening the guardrail at a proposed driveway location.

Adjusted Price = $5,891,129.58

# 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 (Design)
3.44 CR 110 North
(North of CR 107 to North of Sam Houston) (Design)
3.47 Madrid Drive Extension

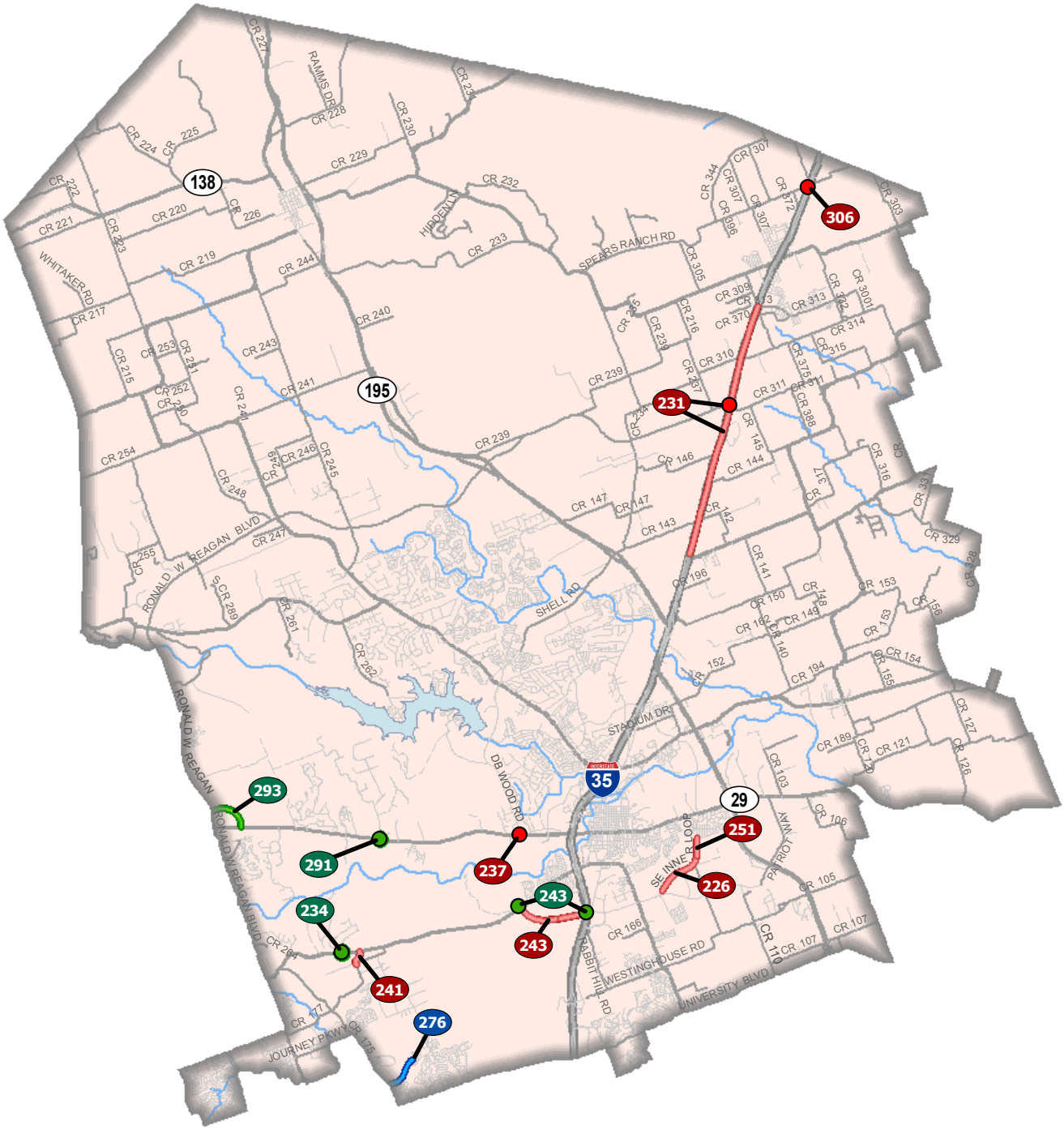
## Under Construction/Bidding

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 | 4/20/2015 | 9/26/2015 | | | 150 | 10 | 160 |

| 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 | 26 |
| 2 | 6/1/2015 | 9/26/2015 | 118 | $418,332.94 | $455,509.69 | $46,481.44 | $50,612.19 | 87 | 100 |
| 3 | 10/7/2015 | 6/24/2016 | 0 | $62,633.56 | $518,143.25 | $6,959.28 | $57,571.47 | 99 | 100 |

3/3/2017 Comments - The Contractor is working on the Maintenance Bond wording.

| 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.

| Change Order Number | Approved | Cost This CO | Total COs |
|---|---|---|---|
| 02 | 2/28/2017 | -35,569.89 | -6,141.36 |

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. The underruns documented by this Change Order result in a cost savings for the County. This Change Order adds Item 169-2001 (Soil Retention Blanket (Ty 1)(Cl A)) which replaced the 3" Erosion Control Compost due to the unavailability of the compost.

Adjusted Price = $583,687.75

**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 | 5/16/2016 | 2/17/2017 (Limited) | | | | | 180 | 0 | 180 |

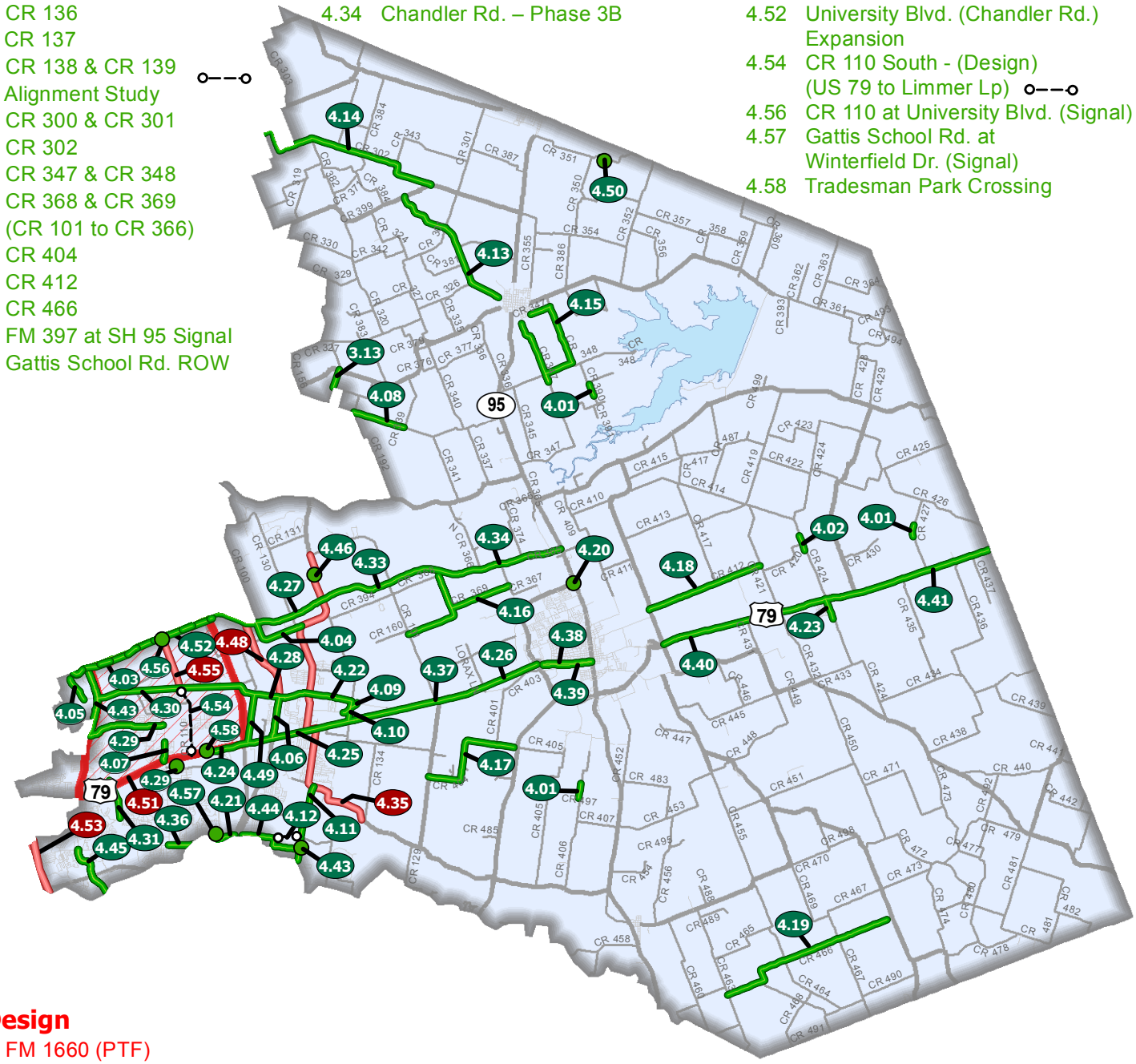
| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 6/1/2016 | 6/30/2016 | 0 | $134,198.10 | $134,198.10 | $14,910.90 | $14,910.90 | 5 | 0 |
| 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

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

## Completed/Open to Traffic

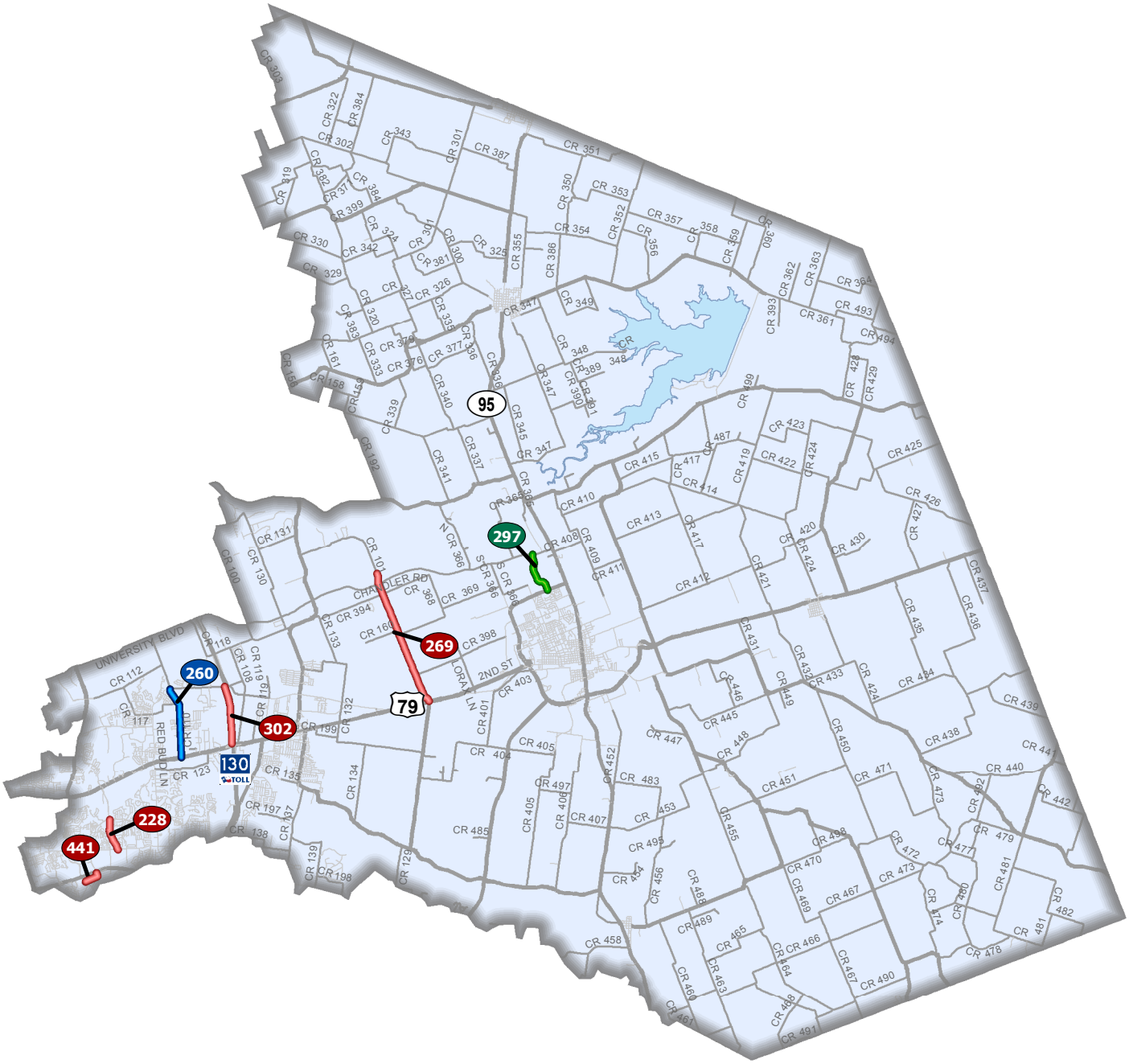
3.13 CR 157
4.01 Bridge Replacements Phase 1 (CR 390, 406, 427)
4.02 CR 424 Bridge Replacement
4.03 Chandler Rd. – Phase 1
4.04 CR 100
4.05 CR 112 – Phase 1
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment Study
4.13 CR 300 & CR 301
4.14 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
4.54 CR 110 South - (Design) (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 | 2/17/2016 | 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 | $3,586.68 | $31,894.68 | 99 | 100 |

3/3/2017 Comments - The Contractor is working on Closeout Documents including as-builts.

| 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 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 | $378,344.61 | $1,289,722.82 | $42,038.29 | $143,302.54 | 39 | 62 |
| 4 | 8/1/2016 | 8/31/2016 | 31 | $476,356.92 | $1,766,079.74 | $52,928.54 | $196,231.08 | 53 | 86 |
| 5 | 9/1/2016 | 9/30/2016 | 30 | $463,467.16 | $2,229,546.90 | $51,496.35 | $247,727.43 | 67 | 109 |
| 6 | 10/1/2016 | 10/31/2016 | 31 | $776,046.85 | $3,005,593.75 | $86,227.43 | $333,954.86 | 91 | 133 |
| 7 | 11/1/2016 | 11/30/2016 | 30 | $150,073.08 | $3,155,666.83 | $16,674.79 | $350,629.65 | 95 | 156 |
| 8 | 12/1/2016 | 12/31/2016 | 0 | $11,444.91 | $3,167,111.74 | $1,271.65 | $351,901.30 | 96 | 156 |

3/3/2017 Comments - The Contractor is working on the punchlist items, including vegetation watering and re-seeding various locations.

| 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 |

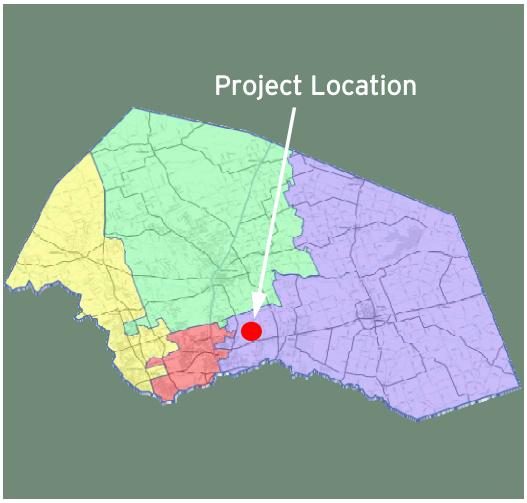
3H: County Convenience. Cost savings opportunity discovered during construction. This Change Order removes the Erosion Control Compost (3") called for in the plans and replaces it with new contract items for Fertilizer and Soil Retention Blanket. Vegetation can be established and erosion can be minimized 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






**County Road 110 South**
(US 79 to Limmer Loop)

Project Length: 2.25 Miles
Roadway Classification: Minor Urban Arterial

Project Schedule: January 2017-June 2018
Estimated Construction Cost: $11.2 Million



## FEBRUARY 2017 IN REVIEW

**2/03/2017:** Atmos' subcontractor H&T completed the gas line relocations on the east side and northwest corner of CR 110 at CR 122. Oncor's subcontractor Willbros received concrete poles but have yet to install them. Mustang Storage is clear.

**2/10/2017:** Chasco Constructors began stripping topsoil from McNutt Creek to Mozart Lane in preparation for waterline installation. Subcontractor Roadway Specialties, Inc. installed erosion controls from McNutt Creek to CR 122. AT&T began tying in their lines and installing junction pedestals. Oncor's subcontractor Willbros continue placing poles and installing electrical lines.

**2/17/2017:** Water line installation began north of McNutt Creek. The boring subcontractor started boring under Parma St. AT&T continued tying in their lines and installing junction pedestals. Oncor's subcontractor Willbros continued placing poles and installing electrical lines.

**2/24/2017:** Water line installation continued north of McNutt Creek to Parma St. Boring continued under Parma St. AT&T continued tying in their lines and installing junction pedestals. Oncor's subcontractor Willbros continued placing poles and installing electrical lines.



Design Engineer: Dannenbaum
Contractor: Chasco Constructors
Construction Observation:
David Boone, HNTB

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

HNTB

PRIME STRATEGIES, INC.

**CR 110 South (US 79 to Limmer Loop)**
**Project No. 1604-075**

Original Contract Price = $11,224,589.02

| Letting | Award | Notice To Proceed | Begin Work | Substantial Completion | Work Accepted | | Total Bid Days | Days Added | Total Days |
|---|---|---|---|---|---|---|---|---|---|
| 9/27/2016 | 10/17/2016 | 1/3/2017 | 1/13/2017 | | | | 510 | 0 | 510 |

| Invoice Number | Beginning Date | Ending Date | Days Charged | Current Invoice | Invoice Total | Current Retainage | Total Retainage | % ($) Used | % Time Used |
|---|---|---|---|---|---|---|---|---|---|
| 3/3/2017 | Comments - | Notice to Proceed was issued on 1/3/2017 with time charges beginning 1/13/2017. | | | | | | | |

Adjusted Price = $11,224,589.02

**Commissioners Court - Regular Session** **38.**

**Meeting Date:** 03/21/2017

1603-062 CR 258 Change Order No. 04

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take any appropriate action regarding Change Order No. 4 in the amount of $14,907.69 for CR 258, a Road Bond Project in Commissioner Pct. 2.

### Background

This change order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to maintain uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown waterline.

## Fiscal Impact

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

## Attachments

1603-062 CR 258 CO No. 4

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Dawn Haggard | | Started On: 03/14/2017 12:40 PM |
| Final Approval Date: 03/15/2017 | | |

RECEIVED
MAR 06 2017
BY:

Received
MAR 03 2017
HNTB Corporation
Round Rock

# WILLIAMSON COUNTY, TEXAS

## CHANGE ORDER NUMBER: 4

| | |
|---|---|
| *Project:* | *1603-062* |
| *Roadway:* | *CR 258* |
| *CSJ Number:* | Received |

1. CONTRACTOR: **Chasco Constructors**
2. Change Order Work Limits: Sta. **69+25** to Sta. **161+70**
3. Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)
4. Reasons: **6C** (3 Max. - In order of importance - Primary first)
5. Describe the work being revised:

MAR 09 2017
HNTB Corporation
Round Rock

**6C: Untimely ROW/Utilities Utilities Not Clear:** This Change Order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown waterline.

6. Work to be performed in accordance with Items: **SEE ATTACHED**
7. New or revised plan sheet(s) are attached and numbered: **N/A**
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

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

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

THE CONTRACTOR Date 3-2-17

By

Typed/Printed Name Cory Westfall

Typed/Printed Title PM

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$14,907.69**

**RECOMMENDED FOR EXECUTION:**

P.E. 3/3/17
Project Manager Date

N/A
Design Engineer Date

3/6/2016
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** ***4*** ***Project #*** ***1603-062***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | HOURLY RATE |
|---|---|---|---|---|
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 999-WC03 | COMPENSATION TO AVOID EXISTING AT&T LINE | LS | $14,907.69 | 0.00 | $0.00 | 1.00 | 1.00 | $14,907.69 | $14,907.69 |
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| TOTALS | | | | | $0.00 | | | $14,907.69 | $14,907.69 |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258**
**Williamson County Project No. 1603-062**

**Change Order No. 4**

**Reason for Change**

This change order compensates the Contractor for additional costs to locate and avoid impacts to the AT&T line and to ensure uninterrupted service to adjacent properties. Utilities AT&T and PEC were scheduled to be clear by August 31, 2016, but were not clear until February 2017. The Contractor worked to avoid impacts to the existing AT&T line during the installation of the new City of Georgetown waterline.

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

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| 999-WC03 | COMPENSATION TO AVOID AT&T LINE | 1 | LS |

This Change Order results in a net increase of $14,907.69 to the Contract amount, for an adjusted Contract total of $5,906,037.27. The original Contract amount was $5,808,856.58. As a result of this and all Change Orders to-date, $97,180.69 has been added to the Contract, resulting in a 1.7% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

16051 - CR 258

LOST HOURS FOR LOCATING EXISTING LINES

CP 003A

| DATE | DESCRIPTION | STATION | MANPOWER | | | | | EQUIPMENT | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TYPE | Q'TY | UNIT | UNIT COST | TOTAL COST | TYPE | Q'TY | UNIT | UNIT COST | TOTAL COST |
| 10/11/16 | Hand dig 2 Existing ATT line. Found a 3rd line not marked or shown on plans. Down time for ATT to repair. | 132+98 | FOREMAN | 3 | HR | $ 70.00 | $ 210.00 | 3/4 TON PICK-UP | 3 | HR | $ 26.66 | $ 79.98 |
| | | | EQUIPMENT OPERATOR | 6 | HR | $ 28.00 | $ 168.00 | CAT 330 BACKHOE 132240 | 6 | HR | $ 86.75 | $ 520.50 |
| | | | PIPE FITTER | 6 | HR | $ 22.00 | $ 132.00 | JOHN DEERE BACKHOE 332250 | 0 | HR | $ 34.38 | $ - |
| | | | LABORER | 8 | HR | $ 18.00 | $ 144.00 | CAT LOADER 151293 | 0 | HR | $ 59.20 | $ - |

| | | |
|---|---|---|
| TOTAL COST | | $ 1,254.48 |
| OVERHEAD | 0.00% | $0 |
| **SUBTOTAL** | | $ 1,254.48 |
| FEE | 15.00% | $188 |
| **GRAND TOTAL** | | $ 1,442.65 |

**16051 - CR 258**

**LOST HOURS FOR LOCATING EXISTING LINES**

| DATE | DESCRIPTION | STATION | MANPOWER | | | | | EQUIPMENT | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | TYPE | Q'TY | UNIT | UNIT COST | TOTAL COST | TYPE | Q'TY | UNIT | UNIT COST | TOTAL COST |
| 09/12/16 | LOST FIVE HOURS DIGGING FOR EXISTING AT&T TELEPHONE LINES. | 16+33 | FOREMAN | 5 | HR | $ 70.00 | $ 350.00 | 3/4 TON PICK-UP | 5 | HR | $ 26.66 | $ 133.30 |
| | | | EQUIPMENT OPERATOR | 15 | HR | $ 28.00 | $ 420.00 | CAT 330 BACKHOE 132240 | 5 | HR | $ 86.75 | $ 433.75 |
| | | | PIPE FITTER | 5 | HR | $ 22.00 | $ 110.00 | JOHN DEERE BACKHOE 332250 | 5 | HR | $ 34.38 | $ 171.90 |
| | | | LABORER | 10 | HR | $ 18.00 | $ 180.00 | CAT LOADER 151293 | 5 | HR | $ 59.20 | $ 296.00 |
| 09/13/16 | LOST FIVE HOURS DIGGING FOR EXISTING AT&T TELEPHONE LINES. | 18+42 | FOREMAN | 5 | HR | $ 70.00 | $ 350.00 | 3/4 TON PICK-UP | 5 | HR | $ 26.66 | $ 133.30 |
| | | | EQUIPMENT OPERATOR | 15 | HR | $ 28.00 | $ 420.00 | CAT 330 BACKHOE 132240 | 5 | HR | $ 86.75 | $ 433.75 |
| | | | PIPE FITTER | 10 | HR | $ 22.00 | $ 220.00 | JOHN DEERE BACKHOE 332250 | 5 | HR | $ 34.38 | $ 171.90 |
| | | | LABORER | 10 | HR | $ 18.00 | $ 180.00 | CAT LOADER 151293 | 5 | HR | $ 59.20 | $ 296.00 |
| 09/15/16 | LOST EIGHT HOURS INSTALLING 30" STEEL CASING & 16" PVC C900. THIS INVOLVED A LOT OF HAND DIGGING ON THREE DIFFERENT EXISTING AT&T TELEPHONE LINES. | 31+71 | FOREMAN | 8 | HR | $ 70.00 | $ 560.00 | 3/4 TON PICK-UP | 8 | HR | $ 26.66 | $ 213.28 |
| | | | EQUIPMENT OPERATOR | 24 | HR | $ 28.00 | $ 672.00 | CAT 330 BACKHOE 132240 | 8 | HR | $ 86.75 | $ 694.00 |
| | | | PIPE FITTER | 16 | HR | $ 22.00 | $ 352.00 | JOHN DEERE BACKHOE 332240 | 8 | HR | $ 34.38 | $ 275.04 |
| | | | LABORER | 16 | HR | $ 18.00 | $ 288.00 | CAT LOADER 151293 | 8 | HR | $ 59.20 | $ 473.60 |
| 09/19/16 | LOST THREE HOURS INSTALLING 24" STEEL CASING & 12" PVC C900. THIS INVOLVED HAND DIGGING WHERE TWO EXISTING TELEPHONES LINES WERE MARKED, BUT A THIRD ONE WAS A FEW FEET AWAY THAT WASN'T MARKED. THE THIRD ON GOT BROKEN IN THE PROCESS; AT&T SHOWED UP AND OUR CREW HAD TO WAIT FOR THEM TO FINISH FIXING THE LINE. | 36+27 | FOREMAN | 3 | HR | $ 70.00 | $ 210.00 | 3/4 TON PICK-UP | 3 | HR | $ 26.66 | $ 79.98 |
| | | | EQUIPMENT OPERATOR | 9 | HR | $ 28.00 | $ 252.00 | CAT 330 BACKHOE 132240 | 3 | HR | $ 86.75 | $ 260.25 |
| | | | PIPE FITTER | 6 | HR | $ 22.00 | $ 132.00 | JOHN DEERE BACKHOE 332240 | 3 | HR | $ 34.38 | $ 103.14 |
| | | | LABORER | 6 | HR | $ 18.00 | $ 108.00 | CAT LOADER 151293 | 3 | HR | $ 59.20 | $ 177.60 |
| 09/19/16 | LOST THREE HOURS HAND DIGGING AROUND EXISTING AT&T CABLES AT 18" ROAD CROSSING. | 50+44 | FOREMAN | 3 | HR | $ 70.00 | $ 210.00 | 3/4 TON PICK-UP | 3 | HR | $ 26.66 | $ 79.98 |
| | | | EQUIPMENT OPERATOR | 6 | HR | $ 28.00 | $ 168.00 | LOADER | 3 | HR | $ 59.20 | $ 177.60 |
| | | | PIPE FITTER | 3 | HR | $ 22.00 | $ 66.00 | CAT 336 EXCAVATOR | 3 | HR | $ 95.56 | $ 286.68 |
| | | | LABORER | 6 | HR | $ 18.00 | $ 108.00 | | | | | |
| 09/20/16 | LOST FOUR HOURS HAND DIGGING AROUND EXISTING AT&T CABLES AT NORTHWEST CORNER OF SAN GABRIEL OAKS DRIVE TO INSTALL 18" VALVES AND TEES. | 73+73 | FOREMAN | 4 | HR | $ 70.00 | $ 280.00 | 3/4 TON PICK-UP | 4 | HR | $ 26.66 | $ 106.64 |
| | | | EQUIPMENT OPERATOR | 8 | HR | $ 28.00 | $ 224.00 | LOADER | 4 | HR | $ 59.20 | $ 236.80 |
| | | | PIPE FITTER | 4 | HR | $ 22.00 | $ 88.00 | CAT 336 EXCAVATOR | 4 | HR | $ 95.56 | $ 382.24 |
| | | | LABORER | 8 | HR | $ 18.00 | $ 144.00 | | | | | |

| | | |
|---|---|---|
| TOTAL COST | | $ 11,708.73 |
| OVERHEAD | 0.00% | $0 |
| **SUBTOTAL** | | $ 11,708.73 |
| FEE | 15.00% | $1,756 |
| **GRAND TOTAL** | | $ 13,465.04 |

**Commissioners Court - Regular Session** **39.**

**Meeting Date:** 03/21/2017

1603-062 CR 258 Change Order No. 05

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 5 in the amount of $51,199.00 for CR 258, a Road Bond Project in Commissioner Pct. 2.

**Background**

This change order revises various erosion control measures on the project. Soil Retention Blanket was added to the project to promote timely vegetation establishment and to prevent erosion on the long 3:1 slopes along the project. Flexamat was added to replace the 12” gabion mattresses in the ditch. The use of Flexamat was approved by the Williamson County Road and Bridge Department (R&B) and the Design Engineer. R&B wants to try a new product that is a cost effective alternative to the gabion mattresses for the same applications. The 3' x 3' gabions were deleted from the project due to a change in the grading by the property owner that is downstream of Culvert #2. The downstream property was raised at the right of way line. The slope will be stabilized with concrete riprap instead of the gabions.

---

**Fiscal Impact**

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

**Attachments**

1603-062 CR 258 CO No. 5

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Dawn Haggard | | Started On: 03/14/2017 02:05 PM |
| Final Approval Date: 03/15/2017 | | |

RECEIVED
MAR 06 2017
BY: PSI

Received
MAR 03 2017
HNTB Corporation
Round Rock

# WILLIAMSON COUNTY, TEXAS

## CHANGE ORDER NUMBER: 5

Project: 7003-002
Roadway: CR 258
CSJ Number:

Received
MAR 09 2017
HNTB Corporation
Round Rock

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. 135+00 to Sta. 149+00

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

4. Reasons: 2J & 3H (3 Max. - In order of importance - Primary first)

5. Describe the work being revised:

**2J: Differing Site Conditions. (unforeseeable) Other.** This change order revises various erosion control measures on the project including the addition of soil retention blanket to the contract to prevent erosion and help to establish vegetation quicker on the slopes and in the ditches. **3H: County Convenience. Cost savings opportunity discovered during construction.** This change order replaces the 12" Gabion mattresses with Flexamat. The use of this product was approved by the County Road and Bridge Department. The 3' x 3' gabions were deleted due to changes at the downstream end of Culvert #2.

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

7. New or revised plan sheet(s) are attached and numbered: **161 & 162**

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

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

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

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

THE CONTRACTOR Date 3-2-17

By

Typed/Printed Name Cory Westfall

Typed/Printed Title PM

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$51,199.00**

**RECOMMENDED FOR EXECUTION:**

John D K P.E. 3/3/17
Project Manager Date

N/A
Design Engineer Date

3/6/2017
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** ***5*** ***Project #*** ***1603-062***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | HOURLY RATE |
|---|---|---|---|---|
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 459-6007 | GABION MATTRESSES (GALV) (12IN) | SY | $98.00 | 796.00 | $78,008.00 | (796.00) | 0.00 | $0.00 | ($78,008.00) |
| 459-6009 | GABIONS (3'X3') (GALV) | CY | $350.00 | 57.00 | $19,950.00 | (57.00) | 0.00 | $0.00 | ($19,950.00) |
| 999-WC03 | STRAW SOIL RET BLANKET | SY | $1.21 | 0.00 | $0.00 | 64,500.00 | 64,500.00 | $78,045.00 | $78,045.00 |
| 999-WC04 | FLEXAMAT | SY | $59.26 | 0.00 | $0.00 | 1,200.00 | 1,200.00 | $71,112.00 | $71,112.00 |
| | | | | | | | | | |
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| | | | | | | | | | |
| TOTALS | | | | | $97,958.00 | | | $149,157.00 | $51,199.00 |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**CR 258**
**Williamson County Project No. 1603-062**

**Change Order No. 5**

**Reason for Change**

This change order revises various erosion control measures on the project. Soil Retention Blanket was added to the project to promote timely vegetation establishment and to prevent erosion on the long 3:1 slopes along the project. Flexamat was added to replace the 12" gabion mattresses in the ditch from Sta.135+86 to 148+15 Rt. The use of Flexamat was approved by the County Road and Bridge Department and the Design Engineer. Road and Bridge wanted to try a new product that is a cheaper alternative to the gabion mattresses for the same applications. The 3 x 3 gabions were deleted from the project due to a change in the grading by the property owner that is downstream of Culvert #2. The downstream property was raised at the right of way line and the slope will be stabilized with concrete riprap instead of the gabions.

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

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| 999-WC03 | STRAW SOIL RET. BLANKET | 64,500 | SY |
| 999-WC04 | FLEXAMAT | 1,200 | SY |

This Change Order results in a net increase of $51,199.00 to the Contract amount, for an adjusted Contract total of $5,957,236.27. The original Contract amount was $5,808,856.58. As a result of this and all Change Orders to-date, $148,379.69 has been added to the Contract, resulting in an 2.6% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

## Clayton Weber

**From:** Melissa G. Byler, P.E. <mbyler@cectexas.com>
**Sent:** Thursday, January 05, 2017 6:01 PM
**To:** Clayton Weber
**Cc:** 62811_1603-062_CR258Phase2; Steven Shull; Kristina Saenz, P.E.
**Subject:** RE: Williamson County - CR 258 Project

Clayton,

Thanks for sending the link. This Flexamat appears to be a great product -- I agree that this would be a good substitution for the gabions in the ditches. Our velocities appear to be in range with the product's limiting value. From discussion with one of our construction engineers, Flexamat offers several benefits from an environmental and maintenance standpoint.

Extending the mat along the side slopes is a good idea. Would the 8' width allow for proper anchoring of the mat? Or would we need to consider a wider mat and embed with embankment material?

Melissa G. Byler, P.E.
Principal – Sr Project Manager
CEC
Texas Firm Registration Numbers
Engineering F-2214 & Surveying 100410-00
11550 IH 10 West, Suite 395 | San Antonio, TX 78230
Tel: 210-641-9999 Fax: 210-641-6440
Direct: 210-798-9229

**From:** Clayton Weber [mailto:cweber@HNTB.com]
**Sent:** Thursday, January 05, 2017 1:55 PM
**To:** Melissa G. Byler, P.E. <mbyler@cectexas.com>
**Cc:** 62811_1603-062_CR258Phase2 <34275_RB_CR258Phase2@HNTB.com>; Steven Shull <sshull@HNTB.com>
**Subject:** Williamson County - CR 258 Project

Would it be acceptable to substitute Flexamat for the gabion baskets in the ditchlines. We have not used the product on our County projects but have seen them used on TxDOT projects and it looks like it has potential. In review of the velocities shown in the plans I think it will work. Refer to link below.
If flexamat is approved I would suggest using the 8 ft width to extend up the side slopes to minimize erosion along the edge of the mat.

http://www.flexamat.com/

Clayton K. Weber
Construction Manager

HNTB Corporation
Main (512) 744-9082x16718 Direct (512) 527-6718 Cell (512) 539-9342
101 East Old Settlers Blvd. Suite 100, Round Rock, TX 78664 | www.hntb.com

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600

December 13, 2016

TO: Mr. Steven Shull
HNTB Corporation
101 E. Old Settlers Blvd. Ste. 100
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)
Solicitation No. 1603-062
Chasco Job No. 16051
CP-007 Flexamat Erosion Control

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to complete the Flexamat Erosion Control system, see attached.

Changes per attached Chasco CP No. 007 Pricing Sheet dated 12-13-16: $59,260.00

If approved, this change will result in a change to the Contract Amount by the sum of $59,260.00. This work is in progress as directed to maintain the project schedule. An additional **3** days is requested to complete this change. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

APPROVED BY: _____
Date

CHASCO CONSTRUCTORS

**Cory Westfall, LEED AP**
**Project Manager**

cc: File: 16051-107-02-CP 007
Dave Esper
Dawn Haggard

CHASCO CONSTRUCTORS

**Change Proposal Pricing Sheet**
CR 258 Road Widening
Chasco Project No: 16051

13 December 2016

**Chasco CP No:** **CP-007**
**Eng. PR #:** **N/A**

**Prepared by:** Cory Westfall

**Description:** Furnish and install approximately 1,000 SY of Flexamat as requested by Owner's representative. Engineer to verify the exact type and width to be installed. Our pricing is based on Standard Flexamat. Please reference the website link for specifications www.flexamat.com.

| ITEM | Cost code | DESCRIPTION | Qty | Unit | LABOR UNIT | LABOR TOTAL | MATERIALS UNIT | MATERIALS TOTAL | SUBCONTRACT UNIT | SUBCONTRACT TOTAL | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | TBD | Flexamat | 1000 | SY | | | | | 51.53 | $51,530 | $51,530 |
| | | **SUBTOTALS** | | | | $0 | 0.00 | $0 | 0.00 | $51,530 | $51,530 |

Further description:

| | | |
|---|---|---|
| Overhead | 0.00% | $0 |
| Sales Tax Materials (only) | 0.00% | $0 |
| **SUBTOTAL** | | $51,530 |
| Fee | 15.00% | $7,730 |
| **SUBTOTAL** | | $59,260 |
| Insurance | 0.00% | $0 |
| P&P Bond | 0.00% | $0 |
| **GRAND TOTAL** | | $59,260 |

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600

January 26, 2017

TO: Mr. Steven Shull
HNTB Corporation
101 E. Old Settlers Blvd. Ste. 100
Round Rock, TX 78664

RE: CR 258 (From Sunset Ridge to Ronald Reagan Blvd)
Solicitation No. 1603-062
Chasco Job No. 16051
CP-011 Straw Soil Retention Blankets

We hereby submit our Change Proposal for your consideration and approval to execute a change to the contract for the above-referenced project. For your review and per your request, we have provided pricing for labor, equipment and material to complete the straw soil retention blankets, see attached.

Changes per attached Chasco CP No. 011 Pricing Sheet dated 1-26-2017: $77,884.00

If approved, this change will result in a change to the Contract Amount by the sum of $77,884.00. This work is not in progress pending formal owner approval. An additional **0** days is requested to complete this change. If approved, this CP will be incorporated into the next Owner Change Order.

Respectfully,

APPROVED BY: _____
Date

CHASCO CONSTRUCTORS

Cory Westfall, LEED AP
Project Manager

cc: File: 16051-107-02-CP 011
Dave Esper
Dawn Haggard

STA 149+85.96
O/S 35.75 LT
ELEV = 901.41

WINGWALL (PW)
EST @ 1 EA
RAIL (TY T552)
EST @ 110 LF

TO RONALD REAGAN BLVD

STA 149+28.97
O/S 35.75 RT
ELEV = 901.09

END BRIDGE CLASS CULVERT
STA 148+85.31
ELEV = 902.13

REMOVE EXISTING 42" PIPE
EST @ 23 LF
REMOVE EXISTING HEADWALLS
EST @ 2 EA

RIPRAP (CONC) (CL B) (5 IN)
EST @ 44 CY
SEE SHEET 2 OF 2 FOR STATION, OFFSET, AND ELEV DATA

CULVERT ℄

BRIDGE CLASS CULVERT ℄
STA 148+51.51

60°

PROPOSED 6 - 8' X 4' X 82.56' MBC
CONC BOX BRIDGE CLASS CULVERT
EST @ 495 LF

℄ CR258

TEMP CONSTRUCTION EASEMENT

PROP ROW

APPARENT EXIST ROW

BEGIN BRIDGE CLASS CULVERT
STA 148+17.71
ELEV = 902.47

WINGWALL (PW)
EST @ 1 EA
RAIL (TY T552)
EST @ 114 LF

148+00

40' ROADWAY WIDTH

STA 148+15.33
O/S 35.75 RT
ELEV = 901.77

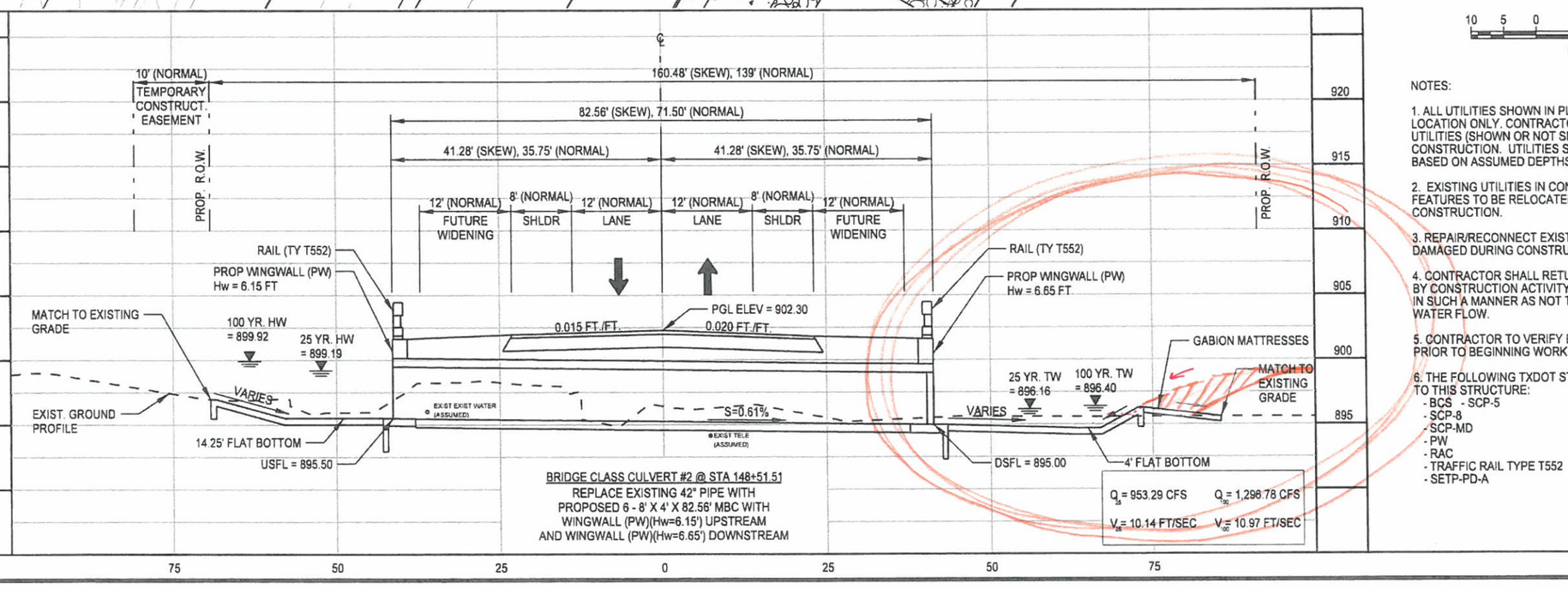
EXISTING DRIVEWAY CULVERT TO BE REMOVED

STA 147+75.78
O/S 35.75 LT
ELEV = 901.97

GABION MATTRESSES (GALV) (12 IN)
EST @ 120 SY
GABIONS (3' X3')(GALV.)
EST @ 57 CY
SEE SHEET 2 OF 2 FOR GABION MATTRESS DETAILS

RIPRAP (CONC) (CL B) (5 IN)
EST @ 72 CY
SEE SHEET 2 OF 2 FOR STATION, OFFSET, AND ELEV DATA

RIPRAP (CONC) (DISSIPATER)
EST @ 9.2 CY
SEE SHEET 2 OF 2 FOR DISSIPATER DETAILS




BRIDGE CLASS CULVERT #2 @ STA 148+51.51
REPLACE EXISTING 42" PIPE WITH
PROPOSED 6 - 8' X 4' X 82.56' MBC WITH
WINGWALL (PW)(Hw=6.15') UPSTREAM
AND WINGWALL (PW)(Hw=6.65') DOWNSTREAM

$Q_{25}$ = 953.29 CFS $Q_{100}$ = 1,296.78 CFS
$V_{25}$ = 10.14 FT/SEC $V_{100}$ = 10.97 FT/SEC

GRAPHIC SCALE
( IN FEET )
10 5 0 10 20 30
Horiz: 1" = 20'
Vert: 1" = 10'

NOTES:

1. ALL UTILITIES SHOWN IN PLAN VIEW ARE BY APPROXIMATE LOCATION ONLY. CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES (SHOWN OR NOT SHOWN) PRIOR TO BEGINNING CONSTRUCTION. UTILITIES SHOWN IN PROFILE VIEW ARE BASED ON ASSUMED DEPTHS.

2. EXISTING UTILITIES IN CONFLICT WITH PROPOSED FEATURES TO BE RELOCATED/ADJUSTED BY OTHERS PRIOR TO CONSTRUCTION.

3. REPAIR/RECONNECT EXISTING UTILITIES DISCONNECTED OR DAMAGED DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE.

4. CONTRACTOR SHALL RETURN THE GROUND AREA DISTURBED BY CONSTRUCTION ACTIVITY TO EQUAL OR BETTER CONDITION IN SUCH A MANNER AS NOT TO CHANGE THE ROUTE OF STORM WATER FLOW.

5. CONTRACTOR TO VERIFY EXISTING GROUND ELEVATION PRIOR TO BEGINNING WORK.

6. THE FOLLOWING TXDOT STANDARD DETAILS ARE APPLICABLE TO THIS STRUCTURE:
- BCS - SCP-5
- SCP-8
- SCP-MD
- PW
- RAC
- TRAFFIC RAIL TYPE T552
- SETP-PD-A

CIVIL ENGINEERING CONSULTANTS
REGISTRATION NO. F-2214
SURVEYING # 100410-00

| | |
|---|---|
| PROJECT NO | E0352001 |
| DATE | 2/24/2016 |
| SCALE | PLOT AT 1"= 40' |
| DESIGNED BY | M L |
| DRAWN BY: | M L |
| CHECKED BY | M B |

| NO. | BY: | DATE: | REVISION |
|---|---|---|---|

© 2015 WILLIAMSON COUNTY

RECONSTRUCTION OF COUNTY ROAD 258

CULVERT #2 LAYOUT
SHEET 1 OF 2

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID COSTALES, P.E. 107221
2/24/2016

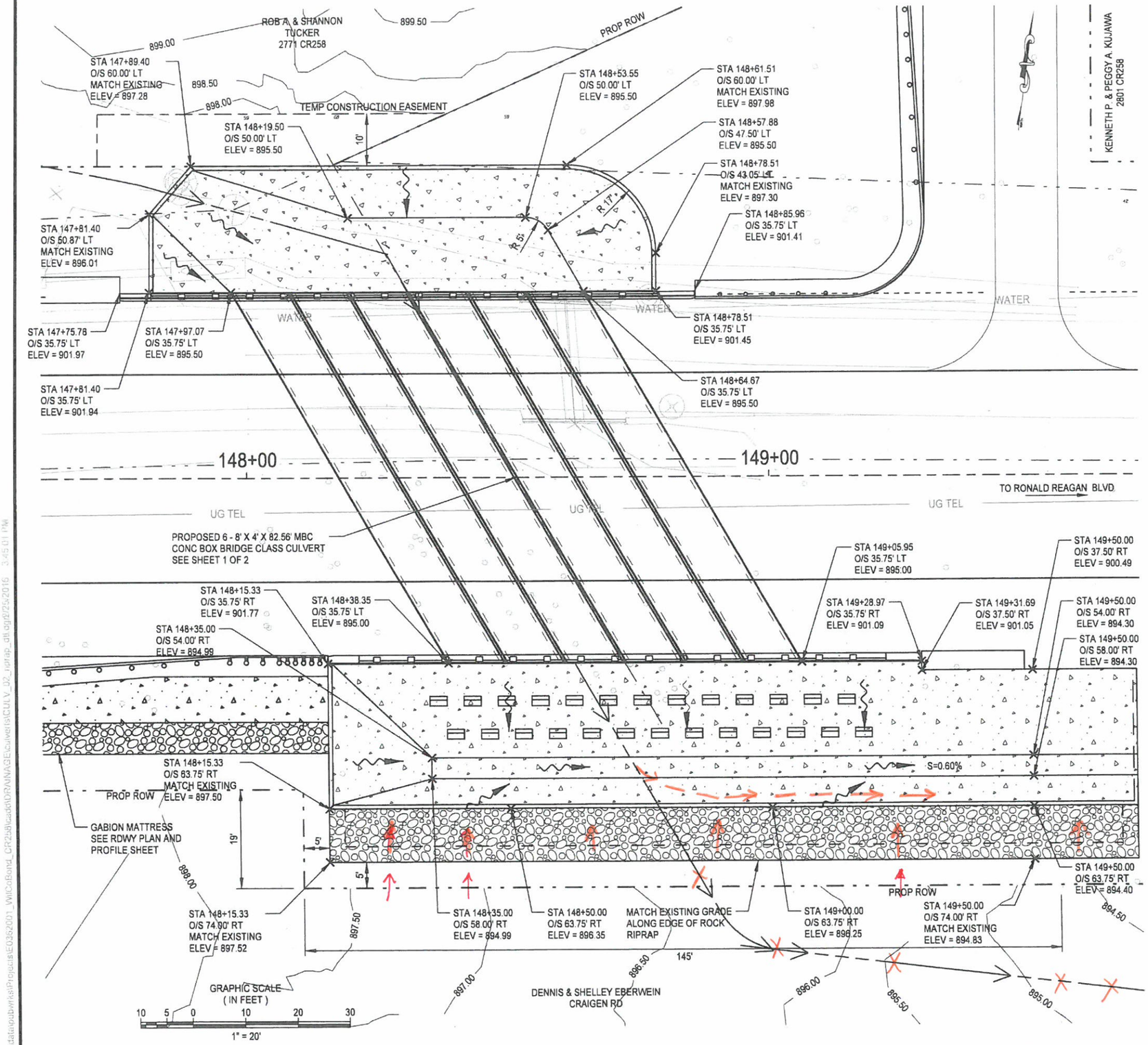
STATE OF TEXAS DAVID COSTALES 107221 LICENSED PROFESSIONAL ENGINEER

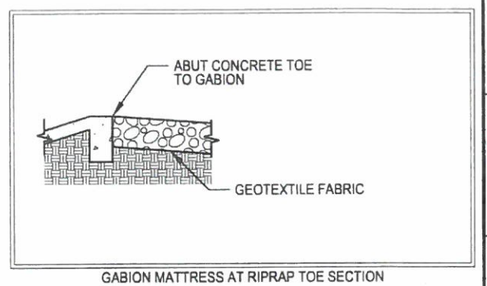
FINAL SUBMITTAL

SHEET NUMBER
161 OF 265

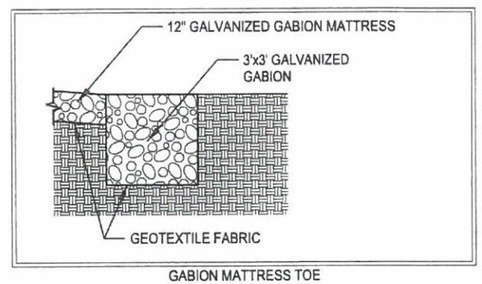
CULVERT NO 2

X:\data\pubwrks\Projects\E0352001_WilCo Bond_CR2\Bridge\dgn\RANGE\culverts\CULV_02.dgn 2/24/2016 1:24:13 PM

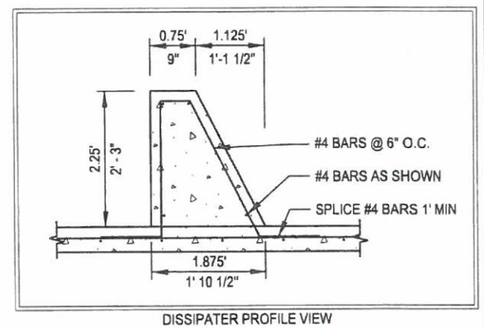


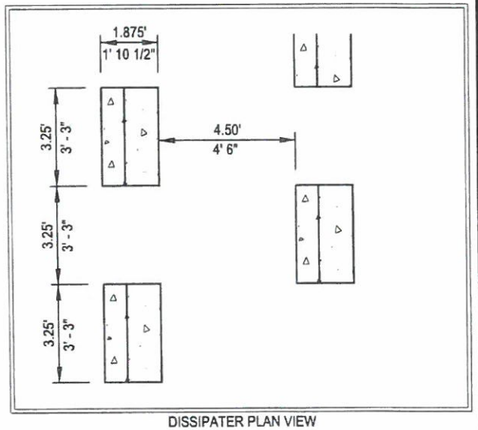

GABION MATTRESS AT RIPRAP TOE SECTION




GABION MATTRESS TOE




DISSIPATER PROFILE VIEW




DISSIPATER PLAN VIEW

| NO. | BY: | DATE: | REVISION |
|---|---|---|---|
| | | | |

| | |
|---|---|
| PROJECT NO | E036200' |
| DATE | 2/25/2016 |
| SCALE | PLOT AT 1"= 40' |
| DESIGNED BY | M.L |
| DRAWN BY | M.L |
| CHECKED BY | M.B |

CEC
CIVIL ENGINEERING CONSULTANTS
REGISTRATION NO. F-2214
SURVEYING # 100410-00

© 2015 WILLIAMSON COUNTY

RECONSTRUCTION OF COUNTY ROAD 258

CULVERT #2 LAYOUT
RIPRAP DETAIL
SHEET 2 OF 2

OWNER: WILLIAMSON COUNTY, TEXAS c/o CYNTHIA LONG, PRECINCT NO. 2 COMMISSIONER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY DAVID COSTALES, P.E. : 107221
2/25/2016
STATE OF TEXAS
DAVID COSTALES
107221
LICENSED PROFESSIONAL ENGINEER

FINAL SUBMITTAL

SHEET NUMBER
162 OF 265

K:\data\pubwrks\Projects\E036200\1_WilCoBond_CR258\Roads\DRAINAGE\Culverts\CULV_02_riprap_dtl.dgn 2/25/2016 3:45:01 PM

**Commissioners Court - Regular Session** **40.**

**Meeting Date:** 03/21/2017

North Mays Letter of Transfer for Held-In-Trust Collections

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on North Mays Extension, a Road Bond Project in Commissioner Pct. 1.

**Background**

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

---

**Fiscal Impact**

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

**Attachments**

North Mays Transfer of Ownership

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Dawn Haggard | | Started On: 03/14/2017 02:21 PM |
| Final Approval Date: 03/15/2017 | | |

*For CAS Use Only* CAS Accn#_____

# GOVERNMENTAL AGENCY
## LETTER OF TRANSFER FOR HELD-IN-TRUST COLLECTIONS

This letter documents the transfer of archaeological collections and records from

Williamson County
*name of governmental agency and/or subdivision*

to the Center for Archaeological Studies (CAS), Texas State University (TxState) for the following:

Project Intensive Archeological Survey for North Mays Street Extension, Williamson County, Texas

Project No. (053-006-001)

County(ies) Williamson

Site No(s) 41WM1360

Permitting Agency THC Permit # TAP #7837

Description of Materials Project Records

The transfer of the above described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

| | |
|---|---|
| Signature - Authorized Agent of Sub. Gov. Agency | Signature - Authorized Agent of Sub. Arch. |
| Dan A. Gattis | Chris Dayton |
| Authorized Agent of Sponsor (type or print) | Authorized Agent of Sub. Arch. (type or print) |
| Williamson County Judge | Cultural Resources Director |
| Title/Position | Title/Position |
| | 3.3.2017 |
| Date | Date |
| Address: | Address: |
| 710 South Main Street, Suite 101 | CMEC |
| Georgetown, Texas 78626 | 8401 Shoal Creek Blvd, Suite 100 |
| | Austin, TX, 78757 |
| | 512-338-2223 |

**Commissioners Court - Regular Session** **41.**

**Meeting Date:** 03/21/2017

CR 101 Letter of Transfer for Held-In-Trust Collection

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take any appropriate action regarding a Letter of Transfer for Held-In-Trust Collections to the Center for Archeological Studies (CAS) for archeological collections (specimens and/or records) obtained as part of the Texas Historical Commission permit process on CR 101, a Road Bond Project in Commissioner Pct. 4.

### Background

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

## Fiscal Impact

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

## Attachments

CR 101 Antiquities Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Dawn Haggard | | Started On: 03/14/2017 02:37 PM |
| Final Approval Date: 03/15/2017 | | |

*For CAS Use Only* CAS Accn#_____

# GOVERNMENTAL AGENCY
## LETTER OF TRANSFER FOR HELD-IN-TRUST COLLECTIONS

This letter documents the transfer of archaeological collections and records from

Williamson County

*name of governmental agency and/or subdivision*

to the Center for Archaeological Studies (CAS), Texas State University (TxState) for the following:

Project CR 101 Road Improvements Project

Project No. 10025675

County(ies) Williamson

Site No(s)

Permitting Agency THC Permit # 7694

Description of Materials Field forms, photographs, correspondence, and report

The transfer of the above described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAS is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

| | |
|---|---|
| Signature - Authorized Agent of Sub. Gov. Agency | Signature - Authorized Agent of Sub. Arch. |
| Dan A. Gattis | Megan A. Koszarek |
| Authorized Agent of Sponsor (type or print) | Authorized Agent of Sub. Arch. (type or print) |
| Williamson County Judge | Archaeology Project Director |
| Title/Position | Title/Position |
| | 03/10/2017 |
| Date | Date |
| Address: | Address: |
| 710 South Main Street, Suite 101 | HDR, Inc. |
| Georgetown, Texas 78626 | 17111 Preston Rd. |
| | Dallas, TX 75248 |

**Commissioners Court - Regular Session** **42.**

**Meeting Date:** 03/21/2017

Southwest Bypass Barnes and Laubach Tract Amended Antiquities Permit Application

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action regarding an amended Antiquities Permit Application to the Texas Historical Commission, required as part of the Due Diligence Environmental Investigations on Southwest Bypass (Barnes Tract & Laubach Tract), a Road Bond Project in Commissioner Pct. 3.

### Background

The permit requests the approval of pedestrian survey, with surface and subsurface investigations as necessary based on field conditions, on Southwest Bypass (Barnes Tract & Laubach Tract) needed to satisfy Environmental Due Diligence requirements. No investigations will take place until a permit is received from the Texas Historical Commission.

## Fiscal Impact

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

## Attachments

Southwest Bypass Barnes and Laubach Tract Amended Antiquities Permit Application

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 10:12 AM |
| Form Started By: Dawn Haggard | | Started On: 03/14/2017 02:44 PM |
| Final Approval Date: 03/15/2017 | | |

TEXAS HISTORICAL COMMISSION

# ANTIQUITIES PERMIT APPLICATION FORM
# ARCHEOLOGY

## GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Southwest Bypass Project Segment 1 (Barnes and Laubach Tracts)
County (ies) Williamson
USGS Quadrangle Name and Number *Round Rock, TX* (3097-312)
UTM Coordinates Zone 14 E 625045.98 N 3386724.50
Location Between I-35 and RM 2243 on undeveloped property.
Federal Involvement ☐ Yes ☒ No
Name of Federal Agency NA
Agency Representative NA

II. OWNER (OR CONTROLLING AGENCY)
Owner Williamson County
Representative Judge Dan A. Gattis
Address 710 S. Main Street, Suite 101
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) 512.943.1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor NA
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

## PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Brandon Young
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Blvd., Building 1, Suite 110
City/State/Zip Austin, TX 78749
Telephone (include area code) 512-476-0891 Email Address byoung@swca.com

(OVER)

**ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)**

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork 22 March 2017
Requested Permit Duration 5 Years 0 Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) SWCA will conduct an intensive pedestrian survey (with subsurface testing as necessary based on field conditions) of a proposed 3,350-foot-long segment of the planned Southwest Bypass (please refer to the attached Scope of Work).

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA Environmental Consultants
Permanent Curatorial Facility Center for Archaeological Research-UT San Antonio

IV. LAND OWNER'S CERTIFICATION

I, Judge Dan A. Gattis, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be preformed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, NA, as legal representative of the Sponsor, _____, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Brandon S. Young, as Principal Investigator employed by SWCA Environmental Consultants _____ (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature _____ Date 13 March 2017

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Division of Antiquities Protection.

**FOR OFFICIAL USE ONLY**

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512/463-6096
www.thc.state.tx.us

TEXAS HISTORICAL COMMISSION
*The State Agency for Historic Preservation*

SWCA
ENVIRONMENTAL CONSULTANTS

Austin Office
4407 Monterey Oaks Blvd., Building 1, Ste. 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

# TEXAS ANTIQUITIES PERMIT APPLICATION

## SCOPE OF WORK FOR AN INTENSIVE CULTURAL RESOURCES SURVEY OF SEGMENT 1 (BARNES AND LAUBACH TRACTS) OF THE PROPOSED SOUTHWEST BYPASS, WILLIAMSON COUNTY, TEXAS

*Project Landowner – Williamson County*
*Project Sponsor – Williamson County*
*Project Consultant – SWCA Environmental Consultants (SWCA)*
*Principal Investigator – Brandon S. Young, M.A.*
*Date - March 13, 2017*

## INTRODUCTION

At the request of HDR, Inc. (HDR), and on behalf of Williamson County, Texas, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources survey of Segment 1 of the proposed Southwest Bypass in Williamson County, Texas (Figure 1). Segment 1 is an approximately 3,350-foot-long segment of the proposed roadway that would extend from approximately 3,975 feet east of Ranch-to-Market Road 2243 (RM 2243) to Interstate Highway 35 (I-35). The planned roadway segment traverses the Barnes Tract (westernmost and larger of the two tracts) and parcels 3, 4, and 5 of the Laubach Tract (adjacent to I-35) (see Figure 1). Because the project would involve lands owned or controlled by Williamson County (a subdivision of the State of Texas), the project will be subject to review under the Antiquities Code of Texas (ACT) and archaeological field investigations will require a Texas Antiquities Permit.

Based on a review of the project area soils, geology, and previously recorded archaeological sites and previously conducted surveys in the area, SWCA proposes to conduct an intensive pedestrian survey with subsurface testing of the project area. The goal of the work will be to locate any previously recorded prehistoric and historic archaeological sites in the project area, locate any previously undiscovered archaeological sites in the project area, establish vertical and horizontal site boundaries as appropriate with regard to the project area, and evaluate the significance and eligibility of any site recorded in the project area for eligibility for designation as a State Antiquities Landmark (SAL). All work will be done in accordance with the ACT.

## PROJECT SETTING AND SURVEY AREA

The approximately 3,350-foot-long project alignment appears on portions of the *Round Rock, Texas* (3097-312) U.S. Geological Survey (USGS) 7.5-minute topographic quadrangle map. The planned roadway segment would extend approximately 3,350 feet on new location between I-35 and RM 2243 while traversing largely undeveloped land (Figure 2). The project area is between the communities of

Georgetown and Round Rock in an area that is quickly filling with residential development. The proposed roadway extension will be constructed within a typically 400-foot-wide right-of-way (ROW), though the proposed ROW expands to approximately 600 feet wide on the Barnes Tract in one location and to 700 feet wide on the Laubach Tract (see Figure 2). Overall, the planned project area consists of a 3,350 foot-long and 400- to 700-foot-wide proposed ROW on new location that encompasses approximately 35.3 acres; a 25.8-acre survey corridor on the Barnes Tract and the 9.5 acres comprising parcels 3, 4, and 5 of the Laubach Tract. The depth of impacts is anticipated to extend 3 to 4 feet below ground surface for roadway construction and up to 10 feet for any cross drainage culverts.

## *GEOLOGY AND SOILS*

The underlying geology throughout the project area consists of limestone of the Lower Cretaceous Fredericksburg Group. The limestone deposits within the project area include Edwards Limestone and Comanche Peak Limestone, undivided. The Edwards Limestone consists of fine-grained, grayish to brown limestone, dolomite, and chert that form flat areas and plateaus bordered by scarps comprising Comanche Peak Limestone, which is described as gray, fine to very fine grained and nodular with a thickness of up to 80 feet (Barnes 1974). Given the age and physical properties of the limestone formations, they have virtually no potential to contain buried archaeological resources.

Project area soils are mapped as approximately 50 percent Eckrant extremely stony clay, 0 to 3 percent slopes; 25 percent Eckrant-Rock outcrop complex, rolling; and 25 percent Georgetown stony clay loam, 1 to 3 percent slopes (Natural Resources Conservation Service [NRCS] 2016).

Eckrant extremely stony clay, 0 to 3 percent slopes, consists of extremely stony clay from 0 to 12 inches below ground surface overlying limestone bedrock from 0 to 16 inches below ground surface found on the summit or side slope upland ridges. As this soil developed in place from limestone residuum, it has little to no potential to contain deeply buried archaeological material (NRCS 2016).

Eckrant-Rock outcrop complex, rolling, is found on side slopes of upland ridges and consists of extremely stony clay from 0 to 11 inches below ground surface overlying limestone bedrock. As this soil developed in place from limestone residuum, it has little to no potential to contain deeply buried archaeological material (NRCS 2016).

Georgetown stony clay loam, 1 to 3 percent slopes, is found on upland plains and consists of, from 0 to 35 inches below ground surface, stony clay loam grading to cobbly clay overlying limestone bedrock (NRCS 2016). This soil developed in place from limestone residuum and, as such, has little to no potential to contain deeply buried archaeological material (NRCS 2016).

## PREVIOUS INVESTIGATIONS AND RECORDED SITES

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

## *HISTORIC MAP REVIEW*

Current aerial maps depict one structure in the eastern half of the project area. The review of the TxDOT Historic Overlay maps, the National Geologic Map Database (USGS 2016), and www.historicaerials.com did not reveal possible historic-age structures within or immediately adjacent to the project area (Foster et al. 2006). This review included topographic maps dating to 1893, 1905, 1916, 1918, 1927, 1928, 1945, 1949, 1951, 1967, 1974, 1982, 1987, and 1992, as well as aerial maps dating to 1962, 1995, 2004, 2008, 2010, and 2012. The structure is only evident on the 1982 and 1987 topographic maps and the 1995, 2004, 2008, 2010, and 2012 aerial maps. The International Great Northern Railroad is depicted along the eastern margin of the project area on all of the above maps through 1974, at which point the configuration and name changes to the Georgetown Railroad

## PROPOSED SCOPE OF WORK

Subsequent to the granting of a Texas Antiquities Permit, SWCA will conduct an intensive cultural resources survey of the 3,350-foot-long project area, which will be of sufficient intensity to determine the

nature, extent, and, if possible, potential significance of all cultural resources discovered within the proposed project area. The scope of work for the field investigations includes an intensive pedestrian survey with subsurface investigations (e.g., shovel test excavations) and will meet minimum survey standards established by the THC.

The field survey will consist of a team of two SWCA archaeologists surveying the proposed 25.8-acre survey area on the Barnes tract, as well as the entire 9.5 acres encompassed within parcels 3, 4, and 5 of the Laubach tract. Surface investigations will consist of a visual inspection of the proposed ROW looking for evidence of prehistoric and historic cultural materials. Subsurface investigations will utilize shovel tests that will be approximately 30 centimeters (cm) in diameter and excavated in arbitrary 20-cm levels to 100 cm below surface unless soil characteristics or bedrock preclude reaching that depth. The matrix from each shovel test will be screened through ¼-inch mesh, and the location of each excavation will be plotted using a hand-held sub-meter accurate Global Positioning Systems (GPS) receiver. Each shovel test will be recorded on a standardized digital form in SWCA's field tablets to document the excavations.

Given the geology and soils within the upland project area, backhoe trenching is not anticipated. However, if shovel test excavations indicate that there is the potential for deeply buried cultural material that cannot reasonably be reached with hand excavations, backhoe trenching would proceed as necessary based on field conditions. Backhoe trenches will be excavated to a depth sufficient to determine the presence/absence of buried cultural materials and allow the complete recording of all features and geomorphic information to depths of project impacts. Generally, trenches will be 1.2 to 1.5 meters (m) (4 to 5 feet) deep, 7 m (23 feet) in length, and 0.75 m (2.5 feet) wide. An experienced archaeologist will monitor all trenching while excavations are underway. Once the trench has been excavated, an SWCA archaeologist will scrape down both walls of the trench, examining the profiles for artifacts, features, or other cultural manifestations. Stratigraphic descriptions will be recorded for each trench. Archaeologists will map and photograph all features encountered during trenching.

All work will be performed in accordance with the Occupational Safety and Health Administration (29 CFR Part 1926). When necessary to assess the potential for buried deposits up to 8 feet below surface, backdirt from the backhoe bucket will be sifted and selectively screened to assess presence or absence of cultural materials. SWCA will thoroughly document and photograph the entire process. Upon completion of excavation, all trenches will be backfilled, leveled, and returned, as much as possible, to its original state.

SWCA will complete appropriate State of Texas Archaeological Site Data Forms for each site discovered during the investigations. A detailed plan map of each site will be produced and locations will be plotted on USGS 7.5-minute topographic maps and relevant project maps. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail, mapped, and photographed in the field. This policy will minimize curation costs once the fieldwork is concluded. Relevant records, files, field notes, forms, and other required documentation will however, be curated at the Center for Archaeological Research at The University of Texas at San Antonio as part of the antiquities permit requirements.

## REPORTING

Once the survey has been completed, SWCA will prepare a draft report of investigations for review by HDR, Williamson County, and the THC. The report will document the methodology used in the

investigations, background environmental and cultural information, the presence and condition of previously recorded sites and cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of all cultural resources in regards to future development and SAL eligibility. The resulting survey report will also provide the appropriate criteria under which the sites were evaluated. Once HDR and Williamson County comment on the draft report, SWCA will incorporate all appropriate edits and will submit the report to the THC for review and comment.

Subsequent to the approval of the draft report, a final report will be produced for the THC. SWCA will furnish one unbound hard copy and two electronic copies of the final report on a tagged PDF formatted CD to the THC, complete an abstract text online, and furnish 11 hard copies of the report (without site information, if any) to the university-based libraries and archaeological research facilities around the state.

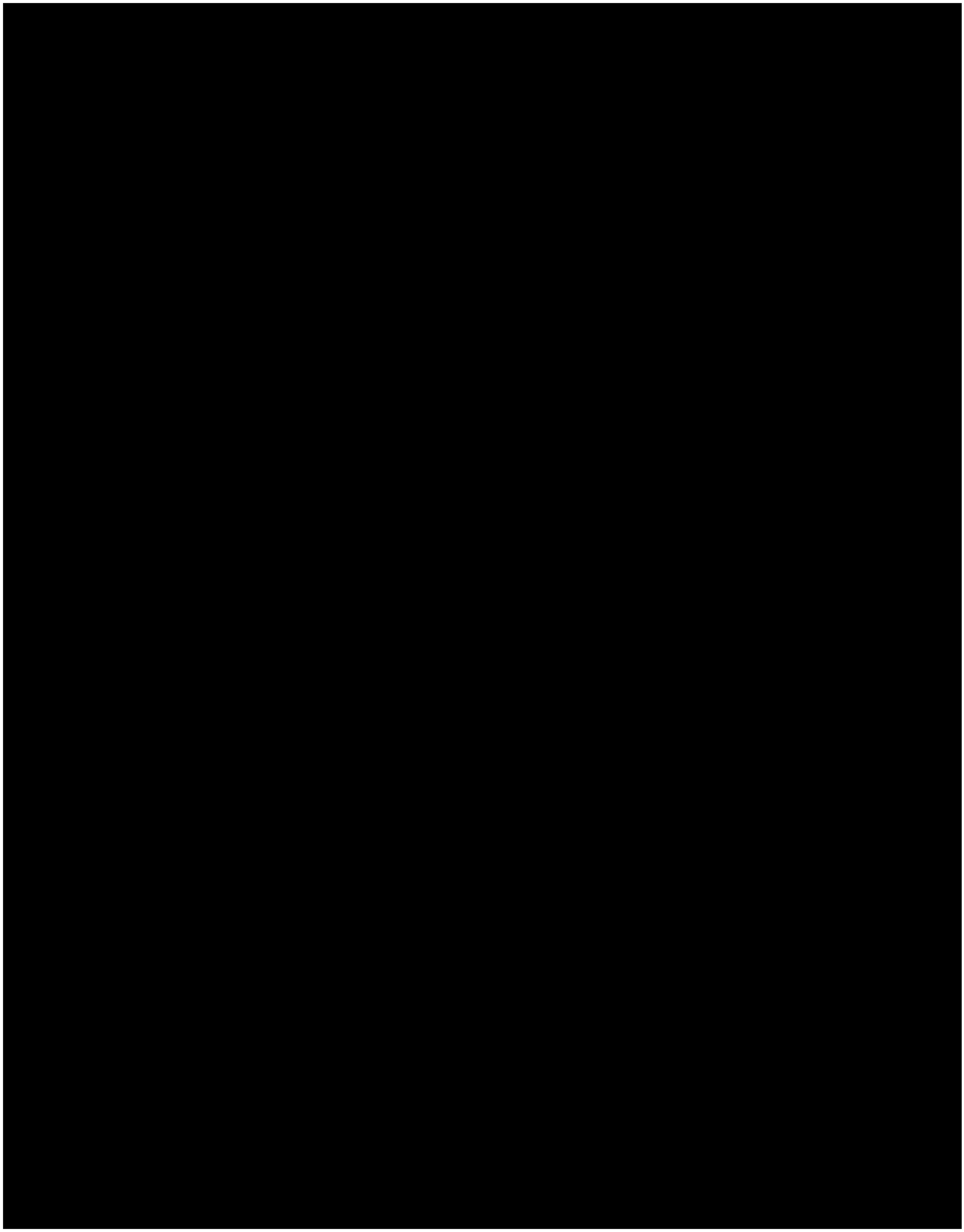
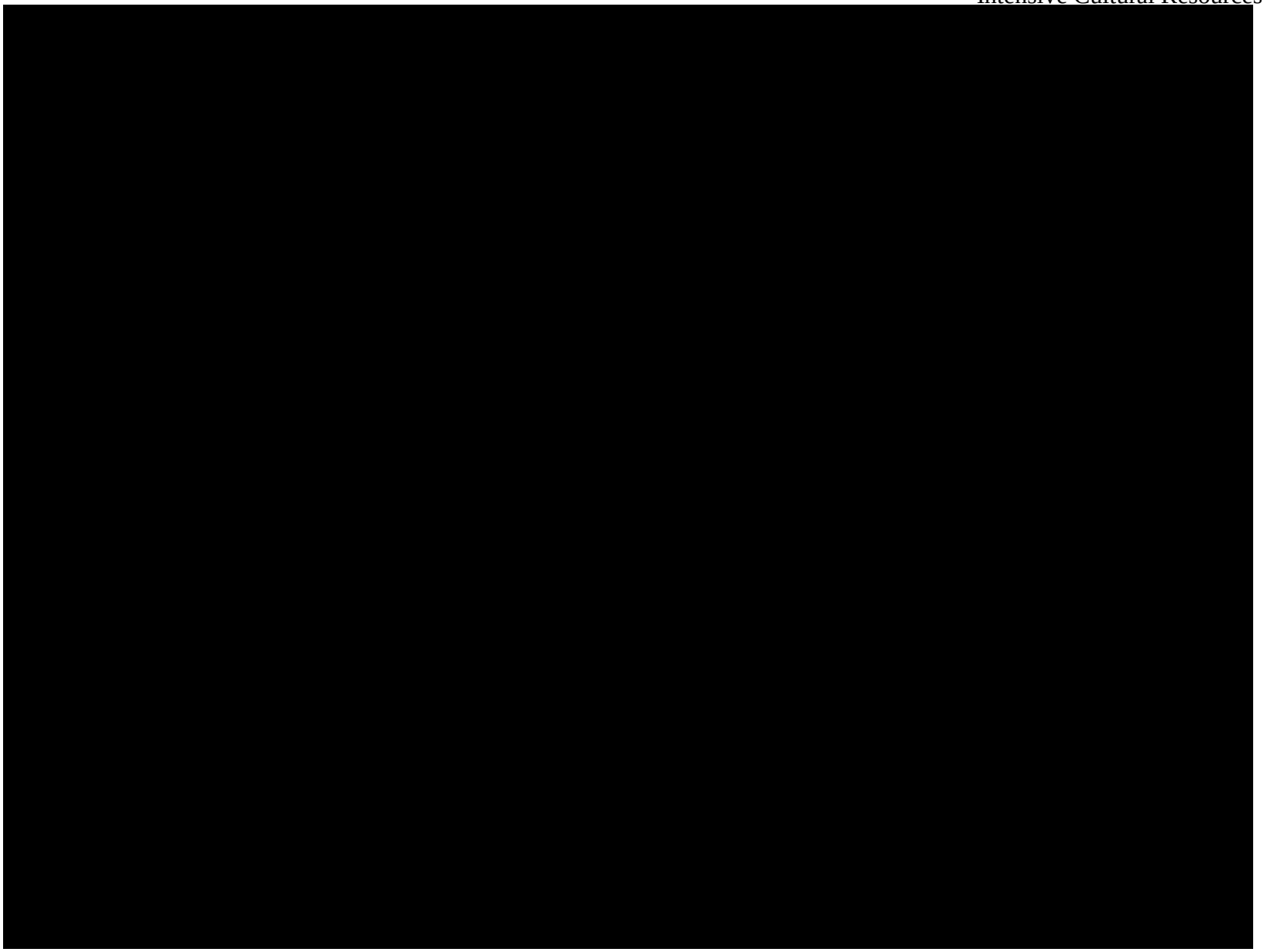


**Figure 1.** Project location.



## REFERENCES CITED

Barnes, Virgil E.
1974 *Geologic Atlas of Texas, Austin Sheet*. Bureau of Economic Geology, The University of Texas at Austin.

Bradle, Michael R., Robert P. d'Aigle and Gilbert T. Bernhardt
2008 *Archaeological Survey of the Highway 29 Bypass Project for the City of Georgetown, Williamson County, Texas*. Report of Investigations Number 64. American Archaeology Group LLC, Lampasas, Texas.

Foster, T. R., T. Summerville, and T. Brown
2006 The Texas Historic Overlay: A Geographic Information System of Historic Map Images for Planning Transportation Projects in Texas. Prepared for the Texas Department of Transportation by PBS&J, Austin.

Hixson, Charles, Daniel Prikryl, Andrew Malof, and Dan Utley
2011 *LCRA Annual Report of Cultural Resource Investigations for 2010*. Annual Report No. 20. Lower Colorado River Authority, Austin, Texas.

Natural Resources Conservation Service (NRCS).
2016 Soil Survey Staff, National Resources Conservation Service, United Stated Department of Agriculture. *Web Soil Survey of Williamson County, Texas.* Available at http://websoilsurvey.nrcs.usda.gov/. Accessed November 10, 2016.

Texas Historical Commission (THC)
2016 Texas Archaeological Site Atlas restricted database. Available at http://nueces.thc.state.tx.us/. Accessed November 14, 2016.

U.S. Geological Survey (USGS)
2016 The National Geologic Map Database. TopoView: historical topographic map collection. Available at http://ngmdb.usgs.gov/maps/TopoView/. Accessed November 14, 2016.

**Commissioners Court - Regular Session** **43.**

**Meeting Date:** 03/21/2017

1604-068 Forest North Ph 1 Change Order No. 1

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider, and take any appropriate action regarding Change Order No. 1 in the amount of $31,806.00 for Forest North Phase 1, a Road Bond Project in Commissioner Pct. 1.

**Background**

This Change Order revises work along Broadmeade Avenue, between Sherbrooke St. and Meadowheath Drive, in the Sherbrooke Zone. The original plans called for a ditch in this location but due to the depth of the original planned ditch, creating slopes steeper than 3:1, it was replaced with an underground storm sewer system with inlets. The pipe and inlets provide the same drainage potential with a shallower ditch and provide safer side slopes along the roadways. There are also new pay items added to the Contract to reimburse the Contractor for removal of trees larger than what was in the original contract.

---

**Fiscal Impact**

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

**Attachments**

1604-068 Forest North Ph 1 CO No. 1

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 02:53 PM |
| Form Started By: Dawn Haggard | | Started On: 03/15/2017 11:47 AM |
| Final Approval Date: 03/15/2017 | | |

Received

MAR 15 2017

HNTB Corporation
Round Rock

Received

MAR 10 2017

HNTB Corporation
Round Rock

RECEIVED
MAR 14 2017
BY: PST

# WILLIAMSON COUNTY, TEXAS

**CHANGE ORDER NUMBER:** 1

1. CONTRACTOR: **DeNucci Constructors**

| | |
|---|---|
| *Project:* | *1604-068* |
| *Roadway:* | *Forest North Phase1* |
| *CSJ Number:* | |

2. Change Order Work Limits: Sta. **SK1 1+70** to Sta. **SK1 4+92.50**

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

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

5. Describe the work being revised:

**1A: Design Error or Omission. Incorrect PS&E.** This Change Order revises drainage work along Broadmeade Ave., between Sherbrooke St. and Meadowheath Dr. in the Sherbrooke Zone. **2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9).** Add new pay items to reimburse the contractor for removal of trees larger than what was called out in the original contract.

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

7. New or revised plan sheet(s) are attached and numbered: **GN5,GN6,SK3,SK12,SK25,SK26,SK28**

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

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

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

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

THE CONTRACTOR Date 3/8/17

By Paul T. DeNucci

Typed/Printed Name PAUL T. DeNucci

Typed/Printed Title MANAGER

***The following information must be provided***

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$31,806.00**

**RECOMMENDED FOR EXECUTION:**

Project Manager 3/13/17 Date

N/A
Design Engineer Date

Program Manager 3/14/2017 Date

Design Engineer's Seal:

See attached plan sheets

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

# WILLIAMSON COUNTY, TEXAS

***CHANGE ORDER NUMBER:*** ***1*** ***Project #*** ***1604-068***

**TABLE A:** Force Account Work and Materials Placed into Stock

| | LABOR | HOURLY RATE | | | HOURLY RATE |
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**TABLE B:** Contract Items:

| | | | | ORIGINAL + PREVIOUSLY REVISED | | ADD or (DEDUCT) | NEW | | |
|---|---|---|---|---|---|---|---|---|---|
| ITEM | DESCRIPTION | UNIT | UNIT PRICE | QUANTITY | ITEM COST | QUANTITY | QUANTITY | ITEM COST | OVERRUN/ UNDERRUN |
| 0110 6002 | EXCAVATION (CHANNEL) | CY | $10.00 | 2,980.00 | $29,800.00 | (112.00) | 2,868.00 | $28,680.00 | ($1,120.00) |
| 0132 6003 | EMBANKMENT (FINAL)(ORD COMP)(TY B) | CY | $4.00 | 470.00 | $1,880.00 | (6.00) | 464.00 | $1,856.00 | ($24.00) |
| 0464 6005 | RC PIPE (CL III)(24 IN) | LF | $65.00 | 1,375.00 | $89,375.00 | (65.00) | 1,310.00 | $85,150.00 | ($4,225.00) |
| 0464 6007 | RC PIPE (CL III)(30 IN) | LF | $75.00 | 2,266.00 | $169,950.00 | 309.00 | 2,575.00 | $193,125.00 | $23,175.00 |
| 0465 6127 | INLET (COMP)(PSL)(FG)(4FTX4FT-3FTX3FT) | EA | $4,200.00 | 16.00 | $67,200.00 | 3.00 | 19.00 | $79,800.00 | $12,600.00 |
| 0467 6394 | SET (TY II) (24 IN) (RCP) (6:1) (P) | EA | $3,800.00 | 19.00 | $72,200.00 | (4.00) | 15.00 | $57,000.00 | ($15,200.00) |
| 0467 6454 | SET (TY II) (36 IN) (RCP) (6:1) (P) | EA | $5,800.00 | 0.00 | $0.00 | 1.00 | 1.00 | $5,800.00 | $5,800.00 |
| 0752 6008 | TREE REMOVAL (24" - 30" DIA) | EA | $1,600.00 | 0.00 | $0.00 | 3.00 | 3.00 | $4,800.00 | $4,800.00 |
| 0752 6009 | TREE REMOVAL (30" - 36" DIA) | EA | $2,000.00 | 0.00 | $0.00 | 3.00 | 3.00 | $6,000.00 | $6,000.00 |
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| TOTALS | | | | | $430,405.00 | | | $462,211.00 | $31,806.00 |

# CHANGE ORDER REASON(S) CODE CHART

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

**Williamson County Road Bond Program**

**Forest North Phase 1**
**Williamson County Project No. 1604-068**

**Change Order No. 1**

**Reason for Change**

This Change Order revises drainage work along Broadmeade Avenue, between Sherbrooke Street and Meadowheath Drive in the Sherbrooke Zone. The plans show 24-inch driveway pipes downstream from a 30-inch pipe. The downstream pipe must be at least the same size as the upstream pipe to maintain the capacity necessary to drain the stormwater. Increasing the pipe size required the ditch flowline to be lowered, resulting in a rip rap lined ditch needing edge protection, per the Williamson County Design criteria manual. As a cost savings solution, the County replaced the ditch with pipe and area inlets.

This Change order also adds new pay items to the contract to reimburse the Contractor for removal of trees larger than what was called out in the original contract.

Following is a summary of the items required for this change order.

| ITEM | DESCRIPTION | QTY | UNIT |
|---|---|---|---|
| 0467-6454 | SET (TY II) (36 IN) (RCP) (6:1) (P) | 1 | EA |
| 0752-6008 | TREE REMOVAL (24" - 30" DIA) | 3 | EA |
| 0752-6009 | TREE REMOVAL (30" - 36" DIA) | 3 | EA |

This Change Order results in a net increase of $31,806.00 to the Contract amount, for an adjusted Contract total of $3,588,465.50. The original Contract amount was $3,556,659.50. Because of this and all Change Orders to-date, $31,806.00 has been added to the Contract, resulting in a 0.9% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

James Klotz, P.E.

| TXDOT BID ITEM | 467 6391 | 467 6394 | 467 6423 | 496 6016 | 502 6001 | 506 6002 | 506 6011 | 506 6034 | 506 6038 | 506 6039 | 530 6004 | 530 6005 | 531 6001 | 531 6010 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CIP ID NO | SET (TY II) (24 IN) (RCP) (4: 1) (P) | SET (TY II) (24 IN) (RCP) (6: 1) (C) | SET (TY II) (30 IN) (RCP) (6: 1) (P) | REMOV STR (PIPE) | BARRICADES, SIGNS AND TRAFFIC HANDLING | ROCK FILTER DAMS (INSTALL) (TY 2) | ROCK FILTER DAMS (REMOVE) | CONSTRUCTION PERIMETER FENCE | TEMP SEDMT CONT FENCE (INSTALL) | TEMP SEDMT CONT FENCE (REMOVE) | DRIVEWAYS (CONC) | DRIVEWAYS (ACP) | CONC SIDEWALKS (4") | CURB RAMPS (TY 7) |
| | EA | EA | EA | EA | MO | LF | LF | LF | LF | LF | SY | SY | SY | EA |
| CIP BB1 | | | | 6 | | 15 | 15 | 97 | | | 370 | | 10 | |
| CIP BB2 | | | | 1 | | 15 | 15 | 253 | 360 | 360 | 298 | | 13 | |
| CIP BH1 | | | | 2 | | 60 | 60 | | 50 | 50 | 96 | | | |
| CIP BH2 | | | | | | 30 | 30 | 1750 | 640 | 640 | | | | |
| 2 CIP SK1 | | 7 | | 4 | | 20 | 20 | | 105 | 105 | 207 | | | |
| CIP SK2 | | | | 1 | | 20 | 20 | | 185 | 185 | 106 | | 6 | |
| CIP SK3 | | | | 1 | | | | | 160 | 160 | 75 | | 5 | |
| CIP SK4 | | 12 | | 3 | | | | | 360 | 360 | 317 | | 12 | |
| CIP SK5 | | | | | | | | | 230 | 230 | 115 | 49 | 20 | |
| CIP SF1 | | | | | | 25 | 25 | 115 | 360 | 360 | 176 | | 17 | |
| CIP SF2 | 12 | | | 4 | | | | 40 | | | 202 | | | |
| 1 CIP SF3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CIP SF4 | | | | | | | | | | | 43 | | 6 | |
| CIP TI1 | | | | 2 | | 25 | 25 | | 110 | 110 | 36 | | 13 | |
| CIP TI2 | | | | | | | | | 40 | 40 | 23 | | 9 | |
| CIP TI3 | | | 1 | 2 | | 25 | 25 | 500 | 200 | 200 | 115 | | 10 | |
| CIP WW1 | | | | 2 | | 25 | 25 | | | | 264 | | 330 | 4 |
| CIP WW2 | | | | 1 | | 20 | 20 | 157 | 15 | 15 | | | | |
| CIP WW3 | | | | 1 | | | | | 31 | 31 | 85 | | | |
| CIP WW4 | | | | | | | | | | | 33 | | | |
| PROJECT TOTAL | 12 | 19 | 1 | 30 | 17 | 280 | 280 | 2912 | 2846 | 2846 | 2561 | 49 | 451 | 4 |

| TXDOT BID ITEM | 550 6001 | 552 6009 | 560 6001 | 644 6071 | 752 6005 | 752 6006 | 752 6007 | 1004 6002 | 701S D | 701S E | 701S T | WC9007 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CIP ID NO | CHAIN LINK FENCE (INSTALL) (6') | GATE (SPECIAL) | MAILBOX INSTALL-S (TWG-POST) TY 1 | RELOCATE SM RD SN SUP&AM TY TWT | TREE REMOVAL (4" - 12" DIA) | TREE REMOVAL (12" - 18" DIA) | TREE REMOVAL (18" - 24" DIA) | TREE PROTECTION | WIRE FENCE | WOOD FENCE | TEMPORARY FENCE, 6 FEET HIGH, CHAIN LINK | IRRIGATION SYSTEM CAPPING |
| | LF | EA | EA | EA | EA | EA | EA | AC | LF | LF | LF | EA |
| CIP BB1 | 15 | | 3 | 2 | | | | 0.4 | | | | |
| CIP BB2 | | | 3 | 2 | 1 | | | 0.7 | | 169 | 250 | |
| CIP BH1 | | | 1 | | | | | 0.4 | | | | |
| CIP BH2 | | | | | | | | 0.5 | | | | |
| 2 CIP SK1 | | 1 | 2 | 2 | | 1 | | 0.3 | | | | |
| CIP SK2 | | | | 1 | | | | 0.2 | | | | |
| CIP SK3 | | | 1 | | | | | 0.1 | | | | |
| CIP SK4 | | | 3 | 2 | | 3 | 1 | 0.4 | | | | |
| CIP SK5 | | | | | 3 | | | 0.3 | | | | |
| CIP SF1 | | | 2 | | | 2 | 1 | 0.6 | | 200 | 244 | |
| CIP SF2 | | | | 1 | | | 2 | 0.4 | | 250 | 250 | |
| 1 CIP SF3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0.0 | 0 | 0 | 0 | 0 |
| CIP SF4 | | | | | | | | 0.1 | | | | |
| CIP TI1 | | | | | 1 | | | 0.2 | | | | |
| CIP TI2 | | | | | | | | 0.1 | | | | |
| CIP TI3 | | 1 | | | | | | 0.5 | 25 | | | |
| CIP WW1 | | | 3 | 2 | | 1 | | 0.5 | | 138 | 15 | |
| CIP WW2 | | | | | | | | 0.1 | | 157 | | |
| CIP WW3 | | | | 1 | | | | 0.2 | | | | |
| CIP WW4 | | | | | | | | 0.1 | | | | |
| PROJECT TOTAL | 15 | 2 | 18 | 13 | 5 | 7 | 4 | 6.1 | 25 | 914 | 759 | 90 |

NOTE:

THE REMOVAL OF ALL ITEMS INDICATED TO BE REMOVED AND REPLACED SHALL BE CONSIDERED SUBSIDIARY TO THE REPLACEMENT ITEM UNLESS OTHERWISE INDICATED.

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | CG | 8/24/16 | CO 1 - REMOVE CIP SF3 |
| 2 | VMO | 12/12/16 | REVISE CHANNEL SK1-2 |

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

SUMMARY OF QUANTITIES

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

| SCALE | |
|---|---|
| DATE | 11/29/2016 |

SHEET NO.
GN6 OF GN9



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| TXDOT BID ITEM | 100 6002 | 110 6002 | 132 6003 | 160 WC02 | 164 WC05 | 164 WC10 | 168 WC01 | 169 6006 | 400 6006 | 402 6001 | 432 6002 | 432 6033 | 432 6029 | 459 6001 | 464 6003 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CIP ID NO | PREPARING ROW | EXCAVATION (CHANNEL) | EMBANKMENT (FINAL)(ORD COMP)(TY B) | FURNISHING AND PLACING TOPSOIL (4") | SEEDING FOR EROSION CONTROL (TY 5) (PERM) | SEEDING FOR EROSION CONTROL (TY 10) (TEMP) | VEGETATIVE WATERING | SOIL RETENTION BLANKETS (CL 2) (TY F) | CUT & RESTORING PAV | TRENCH EXCAVATION PROTECTION | RIPRAP (CONC)(5 IN) | RIPRAP (STONE PROTECTION) (18 IN) | RIPRAP (STONE COMMON)(GROUT) (8 IN) | GABIONS (GALV) | RC PIPE (CL III) (18 IN) |
| | STA | CY | CY | SY | SY | SY | MG | SY | SY | LF | CY | CY | CY | CY | LF |
| CIP BB1 | 21 | 215 | 30 | 1395 | 1395 | 698 | 35 | 1395 | 82 | 567 | 3 | | | 10 | 258 |
| CIP BB2 | 13 | 345 | 20 | 2270 | 2270 | 1135 | 57 | 2270 | 26 | 228 | | | | 10 | 315 |
| CIP BH1 | 8 | 120 | 20 | 1510 | 1510 | 755 | 38 | 1510 | 38 | 253 | 8 | 3 | | 10 | 35 |
| CIP BH2 | 7 | 580 | 5 | 2350 | 2350 | 1175 | 59 | 2350 | | | 68 | | | | |
| 2 CIP SK1 | 8 | 153 | 39 | 1240 | 1240 | 620 | 31 | 1240 | 36 | 305 | | | 24 | | |
| CIP SK2 | 6 | 5 | 5 | 585 | 585 | 293 | 15 | 585 | 29 | 267 | | | | | 69 |
| CIP SK3 | 4 | 35 | 20 | 400 | 400 | 200 | 10 | 400 | 45 | 162 | | | | | |
| CIP SK4 | 12 | 115 | 75 | 1545 | 1545 | 773 | 39 | 1545 | 35 | 566 | | | | | 80 |
| CIP SK5 | 8 | 85 | 30 | 1030 | 1030 | 515 | 26 | 1030 | | 86 | | | | | 76 |
| CIP SF1 | 12 | 155 | 20 | 2545 | 2545 | 1273 | 64 | 2545 | 68 | 618 | 1 | | | 10 | 89 |
| CIP SF2 | 11 | 285 | 25 | 1485 | 1485 | 743 | 37 | 1485 | 94 | | 2 | | | | 126 |
| 1 CIP SF3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CIP SF4 | 3 | 35 | 5 | 355 | 355 | 178 | 9 | 355 | | | | | | | 46 |
| CIP TI1 | 5 | 90 | 10 | 690 | 690 | 345 | 17 | 690 | 36 | 60 | | | | 3 | 18 |
| CIP TI2 | 2 | 25 | 5 | 270 | 270 | 135 | 7 | 270 | | | | | | | 189 |
| CIP TI3 | 7 | 220 | 35 | 2390 | 2390 | 1195 | 60 | 2390 | 45 | 75 | | | | | 93 |
| CIP WW1 | 11 | 275 | 75 | 1430 | 1430 | 715 | 36 | 1430 | 53 | | 2 | | | 2 | 440 |
| CIP WW2 | 2 | 10 | 10 | 495 | 495 | 248 | 12 | 495 | 33 | 125 | | | | 6 | 30 |
| CIP WW3 | 6 | 40 | 20 | 810 | 810 | 405 | 20 | 810 | 39 | 108 | | | | | |
| CIP WW4 | 2 | 40 | 10 | 355 | 355 | 178 | 9 | 355 | | 30 | | | | | 92 |
| PROJECT TOTAL | 148 | 2828 | 459 | 23150 | 23150 | 11575 | 579 | 23150 | 659 | 3450 | 84 | 3 | 24 | 51 | 1956 |

| TXDOT BID ITEM | 464 6005 | 464 6007 | 464 6008 | 465 6126 | 465 6127 | 465 6128 | 465 6134 | 465 6135 | 465 6137 | 465 6138 | 467 6323 | 467 6358 | 467 6359 | 467 6363 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| CIP ID NO | RC PIPE (CL III) (24 IN) | RC PIPE (CL III) (30 IN) | RC PIPE (CL III) (36 IN) | INLET (COMPL)(PSL) (FG)(3FTX3FT-3FTX3FT) | INLET (COMPL)(PSL) (FG)(4FTX4FT-3FTX3FT) | INLET (COMPL)(PSL) (FG)(4FTX4FT-4FTX4FT) | INLET (COMPL)(PSL) (FG)(5FTX5FT-3FTX3FT) | INLET (COMPL)(PSL) (FG)(5FTX5FT-4FTX4FT) | INLET (COMPL)(PSL) (FG)(5FTX6FT-3FTX3FT) | INLET (COMPL)(PSL) (FG)(5FTX6FT-4FTX4FT) | SET (TY II) (12 IN) (RCP) (4: 1) (C) | SET (TY II) (18 IN) (RCP) (4: 1) (C) | SET (TY II) (18 IN) (RCP) (4: 1) (P) | SET (TY II) (18 IN) (RCP) (6: 1) (P) |
| | LF | LF | LF | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA | EA |
| CIP BB1 | | 405 | 150 | 2 | 5 | 2 | | 1 | | | | | 8 | |
| CIP BB2 | 57 | 173 | | 1 | 2 | | | | | | | | 23 | |
| CIP BH1 | | 64 | 261 | | | 3 | | | | | | 4 | | |
| CIP BH2 | | | | | | | | | | | | 4 | | |
| 2 CIP SK1 | 288 | 309 | 145 | | 3 | | | | 2 | 1 | | | | |
| CIP SK2 | | | 251 | 1 | 2 | | | | | | | | | |
| CIP SK3 | | 378 | | 2 | 2 | | | | | | | 1 | | |
| CIP SK4 | | 719 | | 9 | | 1 | | | | | | 2 | | |
| CIP SK5 | 271 | 79 | | 6 | 1 | | | | | | | 6 | | |
| CIP SF1 | | | 598 | | 4 | 1 | | | | | | | 10 | |
| CIP SF2 | 269 | | | | | | | | | | | | 6 | |
| 1 CIP SF3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| CIP SF4 | | | | | | | | | | | | | 6 | |
| CIP TI1 | 80 | 128 | | 1 | | 1 | | | | | | | 4 | |
| CIP TI2 | | | | 3 | | | | | | | | | | |
| CIP TI3 | | 254 | | 2 | | | | | | | | | 8 | |
| CIP WW1 | | | | | | 1 | | | | | | | | 21 |
| CIP WW2 | | 66 | 174 | 1 | | | 1 | | | | | | | |
| CIP WW3 | 367 | | | 3 | | 1 | | | | | | | | |
| CIP WW4 | | | | | | | | | | | 2 | | 2 | 1 |
| PROJECT TOTAL | 1332 | 2575 | 1579 | 31 | 19 | 10 | 1 | 1 | 2 | 1 | 2 | 17 | 67 | 22 |

NOTE:

THE REMOVAL OF ALL ITEMS INDICATED TO BE REMOVED AND REPLACED SHALL BE CONSIDERED SUBSIDIARY TO THE REPLACEMENT ITEM UNLESS OTHERWISE INDICATED.

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | CC | 8/24/16 | CO 1 - REMOVE CIP SF3 |
| 2 | WMO | 12/12/16 | REVISE CHANNEL SK1-2 |

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

# SUMMARY OF QUANTITIES

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P - 512.338.1704 F - 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

SCALE
DATE 11/29/2016
SHEET NO. GN5 OF GN9



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| Drainage Area ID | Drainage Area (ac) | C Value | Tc (min) | Intensity (25-yr) (in/hr) | Discharge (25-yr) (cfs) | Intensity (100-yr) (in/hr) | Discharge (100-yr) (cfs) |
|---|---|---|---|---|---|---|---|
| SK100 | 1.96 | 0.5 | 28.9 | 5.00 | 5.39 | 6.55 | 8.03 |
| SK101 | 5.86 | 0.5 | 31.9 | 4.73 | 15.23 | 6.21 | 22.76 |
| SK102 | 0.39 | 0.5 | 10.0 | 8.19 | 1.76 | 10.40 | 2.53 |
| SK130 | 1.31 | 0.5 | 23.6 | 5.58 | 4.02 | 7.27 | 5.43 [1] |
| SK131 | 0.22 | 0.5 | 10.0 | 8.19 | 0.97 | 10.40 | 1.30 |
| SK132 | 0.35 | 0.5 | 10.0 | 8.19 | 1.57 | 10.40 | 2.07 |
| SK202 | 0.23 | 0.5 | 10.0 | 8.19 | 1.04 | 10.40 | 1.49 |
| SK300 | 2.01 | 0.5 | 21.4 | 5.86 | 6.50 | 7.63 | 9.61 |
| SK301 | 0.12 | 0.5 | 10.0 | 8.19 | 0.56 | 10.40 | 0.81 |
| SK302 | 0.07 | 0.5 | 10.0 | 8.19 | 0.30 | 10.40 | 0.43 |
| SK303 | 0.07 | 0.5 | 10.0 | 8.19 | 0.31 | 10.40 | 0.45 |
| SK304 | 0.677 | 0.5 | 10.0 | 8.19 | 3.05 | 10.40 | 4.40 |
| SK305 | 0.32 | 0.5 | 10.0 | 8.19 | 1.44 | 10.40 | 2.07 |
| SK306 | 1.13 | 0.5 | 25.8 | 5.32 | 3.30 | 6.95 | 4.90 |

| Drainage Area ID | Drainage Area (ac) | C Value | Tc (min) | Intensity (25-yr) | Discharge (25-yr) | Intensity (100-yr) | Discharge (100-yr) |
|---|---|---|---|---|---|---|---|
| SK400 | 3.73 | 0.5 | 29.4 | 4.95 | 10.15 | 6.50 | 15.14 |
| SK401 | 0.17 | 0.5 | 10.0 | 8.19 | 0.75 | 10.40 | 1.09 |
| SK402 | 0.11 | 0.5 | 10.0 | 8.19 | 0.51 | 10.40 | 0.73 |
| SK403 | 0.10 | 0.5 | 10.0 | 8.19 | 0.35 | 10.40 | 0.62 |
| SK404 | 0.18 | 0.5 | 10.0 | 8.19 | 0.63 | 10.40 | 1.14 |
| SK405 | 5.80 | 0.5 | 31.0 | 4.80 | 15.32 | 6.31 | 22.87 |
| SK406 | 0.13 | 0.5 | 10.0 | 8.19 | 0.58 | 10.40 | 0.84 |
| SK407 | 0.16 | 0.5 | 10.0 | 8.19 | 0.73 | 10.40 | 1.06 |
| SK408 | 0.07 | 0.5 | 10.0 | 8.19 | 0.31 | 10.40 | 0.45 |
| SK409 | 0.05 | 0.5 | 10.0 | 8.19 | 0.25 | 10.40 | 0.35 |
| SK500 | 0.47 | 0.5 | 10.0 | 8.19 | 2.11 | 10.40 | 3.04 |
| SK501 | 0.08 | 0.5 | 10.0 | 8.19 | 0.35 | 10.40 | 0.51 |
| SK502 | 1.03 | 0.5 | 10.0 | 8.19 | 4.64 | 10.40 | 6.69 |
| SK503 | 0.75 | 0.5 | 10.0 | 8.19 | 3.36 | 10.40 | 4.84 |
| SK504 | 1.16 | 0.5 | 17.6 | 6.46 | 4.13 | 8.35 | 6.07 |
| SK505 | 0.40 | 0.5 | 10.0 | 8.19 | 1.82 | 10.40 | 2.63 |

NOTE:

1. HYDROLOGY FOR THE ONSITE DRAINAGE BASINS WAS DEVELOPED USING THE RATIONAL METHOD DESCRIBED IN THE TXDOT HYDRAULIC MANUAL, MAY 2014, SECTION 13.

   C-VALUE: 0.50 FOR SF RESIDENTIAL
   TC: KERBY-KIRPICH METHOD

LEGEND
- CITY OF AUSTIN LIMITS
- DRAINAGE AREA
- CHANNEL
- FLOW DIRECTION
- (X.XX) DRAINAGE AREA ID
- [X.XX] INLET ID

0 75 150

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | VMO | 12/12/16 | REVISE SK1-3 |

STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED
PROFESSIONAL ENGINEER
12 DEC 2016

STATE OF TEXAS
CHARLOTTE A. GILPIN
99532
LICENSED
PROFESSIONAL ENGINEER
4/19/2016

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

SHERBROOKE ZONE
DRAINAGE AREA MAP

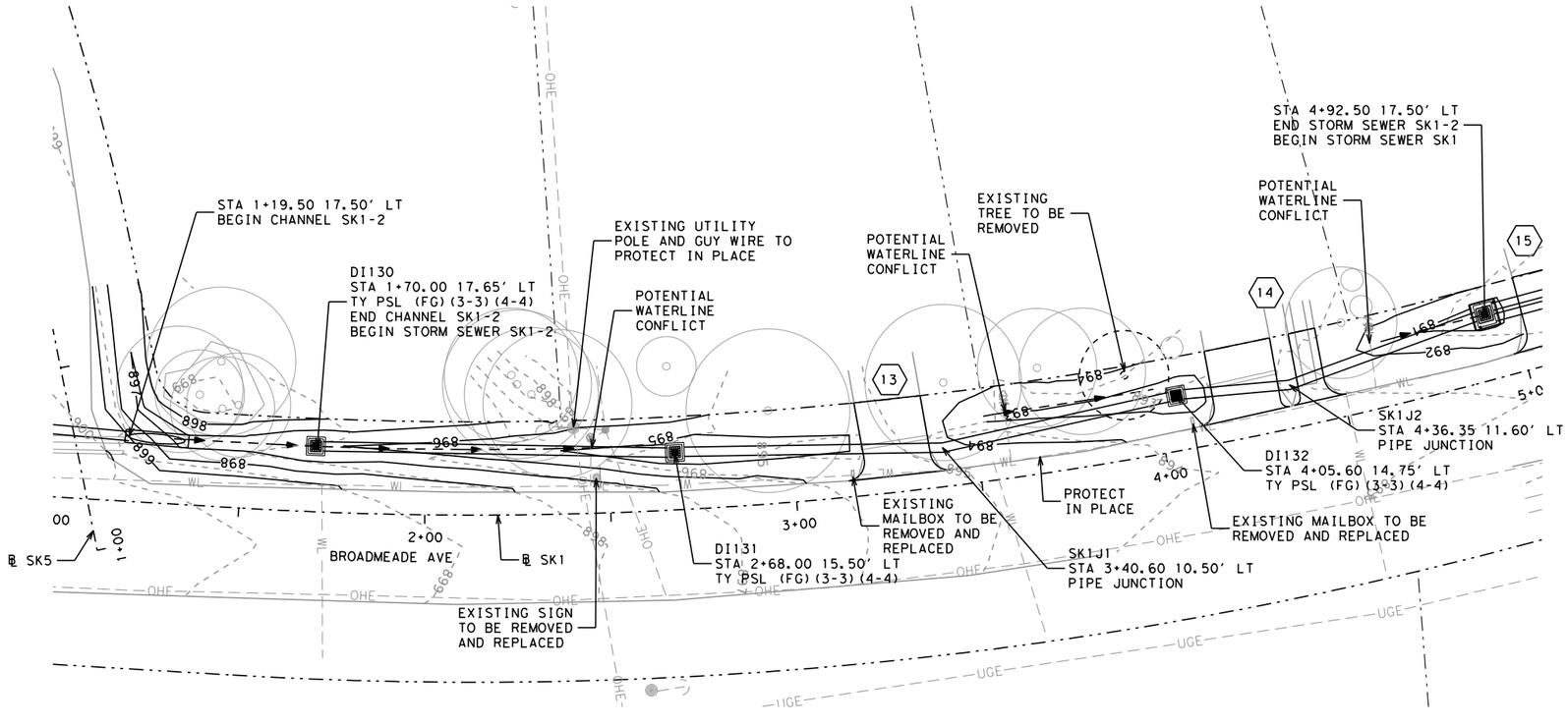
K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

| | |
|---|---|
| SCALE | 1" = 150' |
| DATE | 11/29/2016 |
| SHEET NO. | SK3 OF SK29 |



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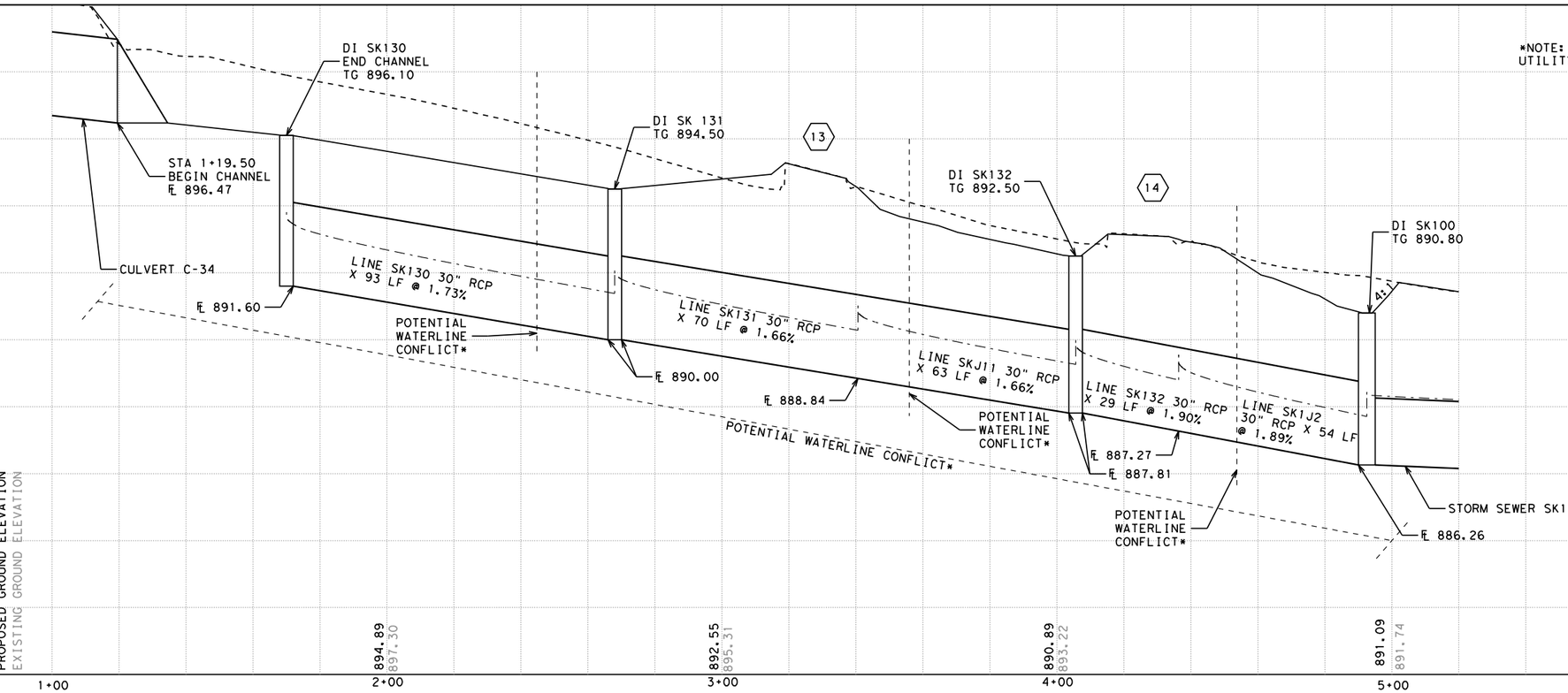

LEGEND

- EXISTING E.O.P.
- EXISTING PROPERTIES
- EXISTING R.O.W.
- EXISTING EASEMENT
- PROPOSED EASEMENT
- PROPOSED CHANNEL
- EXISTING OVERHEAD UTILITY
- EXISTING FENCE
- EXISTING WASTEWATER LINE
- EXISTING WATERLINE
- CONCRETE RIPRAP
- STONE RIPRAP
- (X) DRIVEWAY ID
- EXISTING TREE
- EXISTING TREE TO BE REMOVED

0 20 40

NOTES:

1. ALL STATION AND OFFSET REFERENCES ARE TO THE BASELINE CONTROL UNLESS OTHERWISE NOTED.
2. SEE CHANNEL AND DRIVEWAY SUMMARY SHEET FOR DRIVEWAY AND DRIVEWAY CULVERT INFORMATION.
3. EXISTING AND PROPOSED GROUND PROFILES DISPLAYED AT CENTERLINE OF PROPOSED PIPE AND OR CHANNEL.
4. PAVEMENT WILL BE CUT AND RESTORED PER CUTTING AND RESTORING PAVEMENT DETAIL.




*NOTE: CONTRACTOR SHALL VERIFY UTILITY LOCATION AND ELEVATION

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | VMO | 12/12/16 | REPLACE SHEET |

Charlotte A. Gilpin
STATE OF TEXAS
CHARLOTTE A. GILPIN
99532
LICENSED PROFESSIONAL ENGINEER
4/19/2016


K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746


WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS
SHERBROOKE ZONE CIP SK1
CHANNEL SK1-2 PLAN AND PROFILE - START TO END


K·FRIESE + ASSOCIATES
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TBPE Firm #6535
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Victoria M. Ortega
STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED PROFESSIONAL ENGINEER
12 DEC 2016

WILLIAMSON COUNTY
1848

| | |
|---|---|
| SCALE | 1" = 40' |
| DATE | 11/29/2016 |

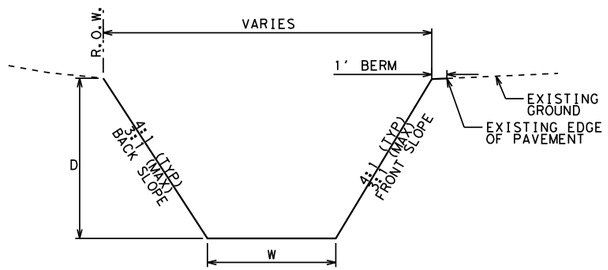
SHEET NO.
SK12 OF SK29

SHEET 51 OF 167

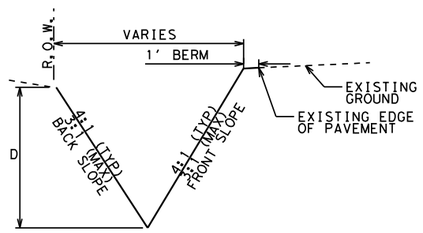
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## Channel Hydraulics Summary

| CIP Project ID | Channel ID | Segment ID | Upstream Station (sta) | Upstream Offset (ft) | | Upstream Flowline (ft) | Downstream Station (sta) | Downstream Offset (ft) | | Downstream Flowline (ft) | Length (ft) | Longitudinal Slope (%) | Roughness Coefficient (n) | Bottom Width (W) (ft) | Depth (D) (ft) | Side Front (_:1) | Side Back (_:1) | Capacity (cfs) | Lining Material | $Q_{25}$ (cfs) | $V_{25}$ (fps) | $d_{25}$ (ft) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SK1 | SK1-2 | 1 | 1+19.50 | 17.50 | LT | 896.47 | 1+70.00 | 17.65 | LT | 896.10 | 50.50 | 0.73 | 0.040 | N/A | 1.9 | 6.0 | 4.0 | 54.6 | GRASS | 32.3 | 2.65 | 1.56 |
| | | 1a | 1+70.00 | 17.65 | LT | 896.10 | 2+68.00 | 17.65 | LT | 894.50 | 98.00 | 1.63 | 0.040 | N/A | 0.7 | 6.0 | 4.0 | 5.7 | GRASS | 1.0 | 1.50 | 0.36 |
| | | 2 | 3+40.50 | 17.50 | LT | 891.86 | 4+12.00 | 17.60 | LT | 890.88 | 71.50 | 1.37 | 0.040 | N/A | 0.8 | 4.0 | 6.0 | 5.4 | GRASS | 1.6 | 1.40 | 0.47 |
| | | 3 | 4+51.00 | 17.50 | LT | 889.80 | 4+92.50 | 17.50 | LT | 889.51 | 41.50 | 0.70 | 0.040 | N/A | 2.5 | 3.6 | 3.0 | 72.2 | GRASS | 22.8 | 2.63 | 1.62 |
| SK2 | SK2-1 | 1 | 2+45.13 | 15.97 | LT | 895.51 | 2+64.72 | 18.91 | LT | 895.43 | 19.59 | 0.41 | 0.040 | N/A | 0.5 | 4.0 | 6.0 | 1.2 | GRASS | 1.1 | 0.92 | 0.49 |
| | | 2 | 2+82.28 | 19.37 | LT | 895.35 | 3+45.50 | 19.10 | LT | 895.04 | 63.22 | 0.49 | 0.040 | 3 | 0.5 | 4.0 | 6.0 | 4.9 | GRASS | 1.4 | 0.92 | 0.33 |
| SK4 | SK4-1 | 1 | 4+35.50 | 16.70 | LT | 898.90 | 4+93.28 | 16.00 | LT | 898.15 | 57.78 | 1.30 | 0.040 | N/A | 2.5 | 4.0 | 4.0 | 120.4 | GRASS | 27.7 | 3.34 | 1.44 |
| | | 2 | 5+28.33 | 17.25 | LT | 898.02 | 5+77.70 | 18.80 | LT | 896.95 | 50.33 | 2.13 | 0.040 | N/A | 2.5 | 4.0 | 3.0 | 134.0 | GRASS | 27.7 | 4.13 | 1.38 |
| | SK4-3 | 1 | 1+46.97 | 11.53 | LT | 907.25 | 2+40.00 | 11.50 | LT | 906.30 | 93.03 | 1.02 | 0.040 | N/A | 1.0 | 4.0 | 4.0 | 14.1 | GRASS | 0.8 | 1.26 | 0.40 |
| SK5 | SK5-3 | 1 | 2+07.51 | 18.00 | LT | 898.12 | 1+40.42 | 26.20 | LT | 896.95 | 72.17 | 1.62 | 0.040 | N/A | 1.3 | 4.0 | 4.0 | 23.5 | GRASS | 3.4 | 2.14 | 0.63 |
| | SK5-2 | 1 | 2+33.01 | 16.87 | LT | 898.15 | 3+79.90 | 19.70 | LT | 897.45 | 141.16 | 0.50 | 0.040 | 3 | 1.0 | 4.0 | 4.0 | 13.4 | GRASS | 4.1 | 1.39 | 0.56 |



CHANNEL TYPICAL SECTION

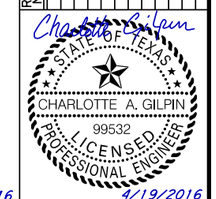


CHANNEL TYPICAL SECTION

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | VMO | 12/12/16 | REVISE CHANNEL SK1-2 |



12 DEC 2016



4/19/2016

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS

SHERBROOKE ZONE
CHANNEL SUMMARY

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

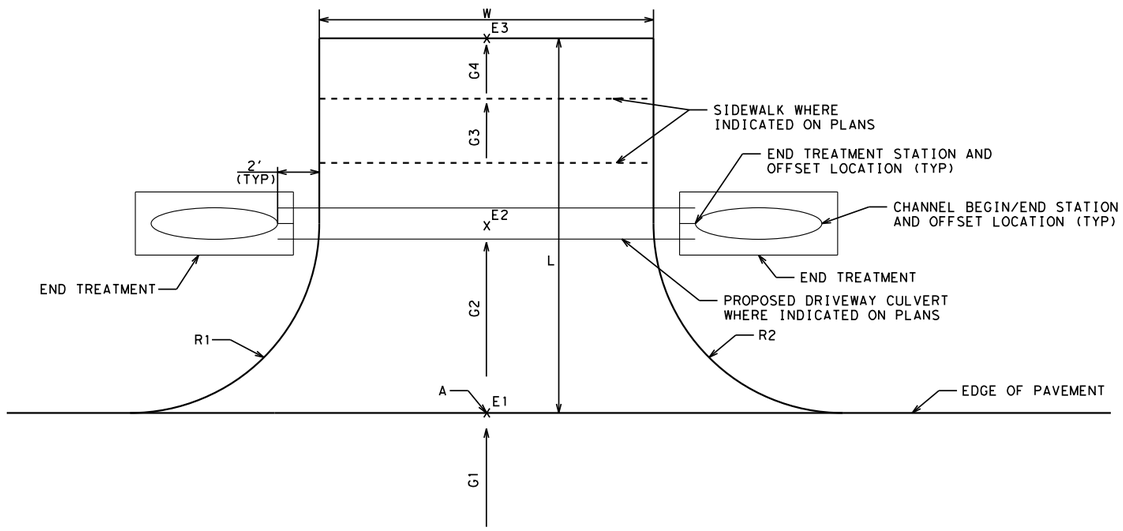
| | |
|---|---|
| SCALE | |
| DATE | 11/29/2016 |
| SHEET NO. | SK25 OF SK29 |



X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\0300*SK*HYD01.dgn modified by vortega on 12/12/2016 - 11:54:53 AM

Driveway Culvert Summary

| CIP Project ID | Driveway ID | Station (A) (sta) | Length (L) (ft) | Width (W) (ft) | Radius ($R_1$) (ft) | Radius ($R_2$) (ft) | Roadway Grade ($G_1$) (%) | Driveway Grade ($G_2$) (%) | Sidewalk Grade ($G_3$) (%) | Driveway Grade ($G_4$) (%) | Elevation ($E_1$) (ft) | Elevation ($E_2$) (ft) | Elevation ($E_3$) (ft) | Sidewalk Area (sy) | Driveway Area (sy) | Number of Barrels | RCP (CL. III) (18 IN) (lf) | RCP (CL. III) (24 IN) (lf) | RCP (CL. III) (30 IN) (lf) | Upstream End Treatment (ea) | Upstream Station (sta) | Upstream Offset (ft) | Upstream Flowline (ft) | Downstream End Treatment (ea) | Downstream Station (sta) | Downstream Offset (ft) | Downstream Flowline (ft) | Slope (ft/ft) | Roughness Coefficient (n) | Culvert Flows $Q_{25}$ (cfs) | Culvert Flows $d_{25}$ (ft) | Culvert Flows Capacity (cfs) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SK1 | 13 | 3+28.14 | 21 | 18 | 5 | 5 | -2.55 | -2.20 | N/A | N/A | 895.36 | 894.94 | 894.89 | | 43 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 14 | 4+22.72 | 19 | 18 | 5 | 2 | -2.10 | -1.38 | N/A | 3.70 | 893.44 | 893.23 | 893.51 | | 40 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 14A | 4+43.71 | 19 | 7 | 2 | 5 | -2.35 | -3.79 | N/A | 4.27 | 893.14 | 892.79 | 893.08 | | 17 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 15 | 5+15.66 | 20 | 21 | 5 | 5 | -3.64 | -5.66 | N/A | 3.73 | 892.19 | 891.50 | 891.78 | | 60 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 16 | 6+61.68 | 20 | 20 | 5 | 5 | -1.93 | 1.32 | N/A | N/A | 890.42 | 890.60 | 890.69 | | 47 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| SK2 | 31 | 2+73.41 | 18 | 18 | 5 | 5 | -1.87 | -10.01 | N/A | 12.47 | 896.28 | 895.14 | 895.73 | | 38 | DIP STYLE DRIVEWAY | | | | - | 2+64.72 | 18.91 | LT 895.43 | - | 2+82.28 | 19.37 | LT 895.34 | 0.005 | 0.012 | 1.4 | 0.2 | 8.8 |
| | 30S | 3+54.24 | 16 | 4 | N/A | N/A | -0.74 | N/A | N/A | N/A | 896.50 | 895.74 | 895.75 | 6 | | 1 | 34 | | | PAZD (3-3) | 3+45.50 | 19.10 | LT 891.48 | PAZD (3-3) | 3+80.87 | 18.50 | LT 891.34 | 0.004 | 0.012 | 1.4 | 0.8 | 7.2 |
| | 33 | 4+58.63 | 17 | 17 | 5 | 5 | -3.09 | -6.05 | N/A | 0.02 | 896.95 | 896.45 | 896.46 | | 34 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 34 | 5+10.56 | 17 | 17 | 5 | 5 | -1.23 | -7.26 | N/A | 1.44 | 897.44 | 896.85 | 896.99 | | 34 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| SK3 | 26 | 1+27.77 | EXISTING TO REMAIN | | | | | | | | | | | | | EXISTING CULVERT TO REMAIN | | | | | | | | | | | | | | | | |
| | 27 | 2+69.77 | 14 | 10 | 5 | 5 | -0.25 | -0.77 | N/A | N/A | 897.89 | 897.84 | 897.78 | | 17 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 28S | 3+82.81 | 13 | 3 | N/A | N/A | -3.62 | N/A | N/A | N/A | 896.94 | 896.30 | 896.56 | 5 | | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 29 | 4+19.73 | 13 | 24 | 5 | 5 | -4.24 | -12.45 | N/A | 6.64 | 896.71 | 895.92 | 896.29 | | 36 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| SK4 | 1 | 1+52.00 | EXISTING TO REMAIN | | | | | | | | | | | | | NO CROSS DRAINAGE STRUCTURE | | | | | | | | | | | | | | | | |
| | 2 | 2+62.93 | 15 | 19 | 5 | 10 | -1.86 | -4.63 | N/A | N/A | 908.67 | 908.33 | 907.98 | | 37 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 3 | 3+58.78 | 13 | 20 | 5 | 5 | -2.66 | -15.11 | N/A | 11.52 | 908.42 | 907.51 | 907.95 | | 30 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 4 | 3+89.36 | 13 | 9 | 5 | 5 | -3.76 | -1.07 | N/A | 7.02 | 908.26 | 907.59 | 907.88 | | 15 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 6 | 4+59.86 | 13 | 28 | 5 | 5 | -2.91 | -4.51 | N/A | 9.48 | 907.96 | 907.16 | 907.67 | | 43 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 7S | 5+57.59 | 14 | 4 | N/A | N/A | -1.29 | N/A | N/A | N/A | 907.69 | 907.09 | 907.10 | 6 | | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 8 | 1+44.37 | 21 | 16 | 5 | 5 | -1.81 | -4.22 | N/A | 0.55 | 907.22 | 906.73 | 906.76 | | 37 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 9 | 2+15.35 | 19 | 11 | 5 | 5 | -2.35 | 1.63 | N/A | -3.75 | 906.54 | 906.72 | 906.42 | | 24 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 10 | 2+71.69 | 18 | 19 | 5 | 5 | -2.79 | -1.75 | N/A | N/A | 905.64 | 905.58 | 905.52 | | 38 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 11 | 3+34.80 | 18 | 18 | 5 | 5 | -3.34 | -8.20 | N/A | N/A | 904.58 | 904.22 | 904.22 | | 39 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 12 | 5+12.17 | 23 | 21 | 5 | 5 | -3.33 | -1.21 | N/A | N/A | 901.82 | 901.71 | 901.57 | | 54 | 1 | | | 32 | 6:1 SET | 4+96.00 | 15.80 | LT 899.21 | 6:1 SET | 5+27.60 | 17.10 | LT 898.02 | 0.038 | 0.012 | 27.7 | 1.6 | 100.1 |
| SK5 | 18 | 3+98.25 | 14 | 20 | 5 | 5 | -0.66 | 1.72 | N/A | N/A | 898.92 | 899.05 | 899.14 | | 33.0 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 19S | 4+66.72 | 19 | 4 | N/A | N/A | -0.65 | N/A | N/A | N/A | 898.70 | 898.71 | 898.84 | 9 | | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 20 | 4+98.34 | 19 | 21 | 5 | 5 | -2.63 | 2.20 | N/A | N/A | 898.59 | 898.72 | 899.01 | | 44 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 21 | 5+27.66 | 19 | 12 | 5 | 5 | -2.27 | -4.37 | N/A | 5.79 | 898.60 | 898.31 | 898.83 | | 26 | DIP STYLE DRIVEWAY | | | | - | 5+22.29 | 15.15 | LT 898.32 | - | 5+34.65 | 15.20 | LT 898.30 | 0.003 | 0.012 | 1.8 | 0.2 | 2.25 |
| | 22S | 5+74.78 | 18 | 4 | N/A | N/A | -3.51 | N/A | N/A | N/A | 898.33 | 898.55 | 898.56 | 6 | | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 23 | 6+19.21 | 15 | 11 | 5 | 10 | -3.20 | 1.40 | N/A | N/A | 898.54 | 898.60 | 898.73 | | 23 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 24S | 6+75.79 | 15 | 4 | N/A | N/A | -1.18 | N/A | N/A | N/A | 898.73 | 898.88 | 898.80 | 5 | | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |
| | 25 | 7+55.82 | 16 | 20 | 5 | 5 | 0.44 | 2.26 | N/A | N/A | 898.75 | 898.89 | 899.11 | | 38 | SEE STORM SEWER HYDRAULIC CALCULATIONS | | | | | | | | | | | | | | | | | |




DRIVEWAY DETAIL

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | VMO | 12/12/16 | REVISE CHANNEL SK1-2 |

STATE OF TEXAS
CHARLOTTE A. GILPIN
99532
LICENSED PROFESSIONAL ENGINEER
4/19/2016

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY

FOREST NORTH DRAINAGE IMPROVEMENTS

SHERBROOKE ZONE

DRIVEWAY SUMMARY


K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm #6535
www.kfriese.com


WILLIAMSON COUNTY
1848

STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED PROFESSIONAL ENGINEER
12 DEC 2016

| SCALE | |
|---|---|
| DATE | 11/29/2016 |

SHEET NO.
SK26 OF SK29



X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\0300*SK*HYD02.dgn modified by vortega on 12/12/2016 - 11:54:58 AM

| Link ID | Upstream Station (sta) | Upstream Offset (ft) | Upstream Flowline (ft) | Upstream HGL (ft) | Downstream Station (sta) | Downstream Offset (ft) | Downstream Flowline (ft) | Downstream HGL (ft) | Number of Barrels | Size | Length (ft) | Link Slope (%) | Roughness Coefficent (n) | Flows $Q_{25}$ (cfs) | Flows Capacity (cfs) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SK100 | 4+92.50 | 17.50 LT | 886.26 | 888.39 | 5+56.50 | 17.50 LT | 886.01 | 888.03 | 2 | 24" RCP | 59 | 0.42 | 0.012 | 33.1 | 34.3 | |
| SK101 | 5+56.50 | 17.50 LT | 886.01 | 888.03 | 6+45.75 | 17.50 LT | 885.31 | 887.05 | 2 | 24" RCP | 85 | 0.83 | 0.012 | 48.0 | 48.1 | |
| ~~SK102~~ | ~~6+45.75~~ | ~~17.50 LT~~ | ~~886.27~~ | ~~886.27~~ | ~~7+92.60~~ | ~~17.50 LT~~ | ~~881.93~~ | ~~883.61~~ | ~~1~~ | ~~36" RCP~~ | ~~145~~ | ~~1.40~~ | ~~0.012~~ | ~~48.9~~ | ~~92.0~~ | ~~2~~ |
| SK130 | 1+70.00 | 17.65 LT | 891.60 | 893.67 | 2+68.00 | 15.50 LT | 890.00 | 891.38 | 1 | 30" RCP | 93 | 1.73 | 0.012 | 31.7 | 62.9 | |
| SK131 | 2+68.00 | 15.50 LT | 890.00 | 892.00 | 3+40.60 | 10.50 LT | 888.84 | 890.28 | 1 | 30" RCP | 70 | 1.66 | 0.012 | 32.2 | 61.5 | |
| SK132 | 4+05.60 | 14.75 LT | 887.81 | 889.91 | 4+36.35 | 11.60 LT | 887.27 | 888.80 | 1 | 30" RCP | 29 | 1.90 | 0.012 | 33.0 | 65.8 | |
| SK1J1 | 3+40.60 | 10.50 LT | 888.84 | 890.95 | 4+05.60 | 14.75 LT | 887.81 | 889.26 | 1 | 30" RCP | 63 | 1.66 | 0.012 | 32.2 | 61.5 | |
| SK1J2 | 4+36.35 | 11.60 LT | 887.27 | 889.45 | 4+92.50 | 17.50 LT | 886.26 | 887.71 | 1 | 30" RCP | 54 | 1.89 | 0.012 | 33.0 | 65.8 | |
| SK503 | 3+79.90 | 19.70 LT | 894.95 | 895.74 | 4+58.75 | 16.10 LT | 894.62 | 895.37 | 1 | 18" RCP | 76 | 0.44 | 0.012 | 3.4 | 8.1 | |
| SK504 | 4+58.75 | 16.10 LT | 894.12 | 895.37 | 5+63.50 | 16.50 LT | 893.80 | 895.25 | 1 | 24" RCP | 105 | 0.30 | 0.012 | 6.8 | 14.4 | |
| SK505 | 5+63.50 | 16.50 LT | 893.80 | 895.25 | 6+03.10 | 18.60 LT | 893.69 | 895.19 | 1 | 24" RCP | 38 | 0.30 | 0.012 | 8.1 | 14.4 | |
| SK500 | 6+03.10 | 18.60 LT | 893.69 | 895.19 | 6+65.00 | 17.80 LT | 893.51 | 895.05 | 1 | 24" RCP | 61 | 0.30 | 0.012 | 9.7 | 14.4 | |
| SK501 | 6+65.00 | 17.80 LT | 893.51 | 895.05 | 7+35.00 | 18.20 LT | 893.31 | 894.94 | 1 | 24" RCP | 68 | 0.30 | 0.012 | 10.0 | 14.4 | |
| SK502 | 7+35.00 | 18.20 LT | 892.81 | 894.94 | 8+16.97 | 15.65 LT | 892.57 | 894.89 | 1 | 30" RCP | 79 | 0.30 | 0.012 | 13.4 | 26.2 | |
| SK300 | 8+16.97 | 15.65 LT | 892.57 | 894.89 | 8+19.91 | 15.65 LT | 892.53 | 894.82 | 1 | 30" RCP | 15 | 0.30 | 0.012 | 19.1 | 26.2 | |
| SK3J1 | 8+19.91 | 15.65 LT | 892.53 | 894.82 | 1+43.52 | 16.50 RT | 892.32 | 894.58 | 1 | 30" RCP | 68 | 0.30 | 0.012 | 19.1 | 26.2 | |
| SK3J2 | 1+43.52 | 16.50 RT | 892.32 | 894.58 | 1+62.75 | 16.20 RT | 892.27 | 894.45 | 1 | 30" RCP | 18 | 0.30 | 0.012 | 19.1 | 26.2 | |
| SK301 | 1+62.75 | 16.20 RT | 892.27 | 894.45 | 2+59.25 | 14.25 RT | 891.99 | 894.31 | 1 | 30" RCP | 94 | 0.30 | 0.012 | 19.3 | 26.2 | |
| SK302 | 2+59.25 | 14.25 RT | 891.99 | 894.31 | 3+65.00 | 15.70 RT | 891.49 | 894.13 | 1 | 30" RCP | 103 | 0.49 | 0.012 | 19.4 | 33.6 | |
| SK303 | 3+65.00 | 15.70 RT | 891.49 | 894.13 | 4+47.90 | 15.70 RT | 890.95 | 893.97 | 1 | 30" RCP | 80 | 0.68 | 0.012 | 19.5 | 39.3 | |
| SK305 | 3+45.50 | 19.10 LT | 892.51 | 894.00 | 3+98.00 | 18.50 LT | 892.09 | 893.98 | 1 | 18" RCP | 52 | 0.83 | 0.012 | 1.6 | 11.1 | |
| SK200 | 3+98.00 | 18.50 LT | 892.09 | 893.98 | 4+47.90 | 15.70 RT | 891.95 | 893.97 | 1 | 18" RCP | 17 | 0.83 | 0.012 | 1.6 | 11.2 | |
| SK304 | 4+47.90 | 15.70 RT | 890.91 | 893.97 | 4+46.00 | 23.70 LT | 890.80 | 893.83 | 1 | 36" RCP | 36 | 0.30 | 0.012 | 22.7 | 42.6 | |
| SK306 | 4+46.00 | 23.70 LT | 890.80 | 893.83 | 4+72.00 | 26.00 RT | 890.66 | 893.65 | 1 | 36" RCP | 58 | 0.25 | 0.012 | 24.4 | 38.9 | |
| SK202 | 4+72.00 | 26.00 RT | 890.66 | 893.65 | 5+85.00 | 26.00 RT | 890.44 | 893.42 | 1 | 36" RCP | 111 | 0.20 | 0.012 | 25.0 | 34.8 | |
| SK2J1 | 5+85.00 | 26.00 RT | 890.44 | 893.42 | 6+29.70 | 31.25 RT | 890.35 | 893.35 | 1 | 36" RCP | 45 | 0.20 | 0.012 | 25.0 | 34.8 | 2 |
| SK401 | 2+40.00 | 11.50 LT | 903.80 | 904.21 | 2+90.00 | 11.50 LT | 903.58 | 903.94 | 1 | 18" RCP | 47 | 0.46 | 0.012 | 1.0 | 8.3 | |
| SK400 | 2+93.25 | 24.30 RT | 904.34 | 906.65 | 2+90.00 | 11.50 LT | 903.58 | 904.48 | 1 | 18" RCP | 33 | 2.31 | 0.012 | 10.2 | 18.6 | |
| SK402 | 2+90.00 | 11.50 LT | 902.58 | 903.91 | 4+08.08 | 10.00 LT | 902.12 | 903.21 | 1 | 30" RCP | 116 | 0.40 | 0.012 | 11.1 | 30.2 | |
| SK403 | 4+08.08 | 10.00 LT | 902.12 | 903.72 | 5+45.76 | 9.14 LT | 901.58 | 903.68 | 1 | 30" RCP | 135 | 0.40 | 0.012 | 11.3 | 30.2 | |
| SK404 | 5+45.76 | 9.14 LT | 901.58 | 903.68 | 1+64.51 | 0.00 RT | 901.19 | 903.64 | 1 | 30" RCP | 99 | 0.40 | 0.012 | 11.7 | 30.2 | |
| SK405 | 1+16.40 | 0.00 RT | 902.12 | 904.09 | 1+64.51 | 0.00 RT | 901.19 | 902.10 | 1 | 30" RCP | 47 | 2.02 | 0.012 | 15.3 | 68.0 | |
| SKJ04 | 1+64.51 | 0.00 RT | 901.19 | 903.64 | 1+22.66 | 17.00 LT | 901.14 | 902.97 | 1 | 30" RCP | 14 | 0.40 | 0.012 | 26.8 | 30.2 | |
| SK406 | 1+22.66 | 17.00 LT | 901.14 | 902.97 | 1+82.09 | 16.50 LT | 900.72 | 902.30 | 1 | 30" RCP | 58 | 0.73 | 0.012 | 27.1 | 40.8 | |
| SK407 | 1+82.09 | 16.50 LT | 900.72 | 902.57 | 2+45.15 | 17.40 LT | 900.27 | 901.87 | 1 | 30" RCP | 62 | 0.73 | 0.012 | 27.5 | 40.8 | |
| SK408 | 2+45.15 | 17.40 LT | 900.27 | 902.14 | 3+13.77 | 17.50 LT | 899.78 | 901.38 | 1 | 30" RCP | 68 | 0.73 | 0.012 | 27.6 | 40.8 | |
| SK409 | 3+13.77 | 17.50 LT | 899.78 | 901.61 | 4+35.50 | 16.70 LT | 898.90 | 900.49 | 1 | 30" RCP | 120 | 0.73 | 0.012 | 27.7 | 40.8 | |

1

| Inlet ID | Station (sta) | Chain | Offset (ft) | Description | Grate Perimeter (ft) | Grate Area (sf) | Clog Reduction Factor | Perimeter Reduction Factor | Inlet Elevation (ft) | $Q_{25}$ (cfs) | Allowable Ponded (ft) | Ponded Elevation (ft) | Notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| SK100 | 4+92.50 | SK1 | 17.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 890.80 | 0.38 | 0.90 | 890.87 | |
| SK101 | 5+56.50 | SK1 | 17.50 LT | TY PSL(FG)(4-4) | 16.67 | 8.19 | 0.50 | 0.50 | 890.24 | 15.23 | 1.00 | 890.94 | 4-892.56 |
| ~~SK102~~ | ~~6+45.75~~ | ~~SK1~~ | ~~17.50 LT~~ | ~~TY PSL(FG)(3-3)~~ | ~~12.67~~ | ~~5.50~~ | ~~0.50~~ | ~~0.50~~ | ~~890.15~~ | ~~1.76~~ | ~~0.55~~ | ~~890.35~~ | |
| SK130 | 1+70.00 | SK1 | 17.65 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 896.10 | 4.02 | 2.00 | 896.45 | |
| SK131 | 2+68.00 | SK1 | 15.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 894.50 | 0.97 | 0.70 | 894.64 | |
| SK132 | 4+05.60 | SK1 | 14.75 LT | TY PSL(SFG)(3-3) | 12.67 | 4.53 | 0.50 | 0.50 | 892.50 | 1.57 | 0.60 | 892.69 | |
| SK202 | 4+72.00 | SK2 | 26.00 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 896.00 | 1.04 | 0.50 | 896.14 | |
| SK300 | 8+16.97 | SK5 | 15.65 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.55 | 6.50 | 1.00 | 898.03 | 4-898.90 |
| SK301 | 1+62.75 | SK3 | 16.20 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.24 | 0.56 | 0.50 | 897.33 | |
| SK302 | 2+59.25 | SK3 | 14.25 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 896.60 | 0.30 | 0.50 | 896.66 | |
| SK303 | 3+65.00 | SK3 | 15.70 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 895.90 | 0.31 | 0.50 | 895.96 | |
| SK304 | 4+47.90 | SK3 | 15.70 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 894.95 | 3.05 | 0.40 | 895.24 | |
| SK305 | 3+45.50 | SK2 | 19.10 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 895.01 | 1.44 | 0.50 | 895.18 | |
| SK306 | 4+46.00 | SK3 | 23.70 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 895.25 | 3.30 | 1.00 | 895.56 | 4-897.16 |
| SK400 | 2+93.25 | SK4A | 24.30 RT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 907.34 | 10.15 | 1.00 | 907.99 | 4-909.16 |
| SK401 | 2+40.00 | SK4A | 11.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 906.30 | 0.75 | 1.00 | 906.41 | |
| SK402 | 2+90.00 | SK4A | 11.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 907.20 | 0.51 | 1.00 | 907.29 | |
| SK403 | 4+08.08 | SK4A | 10.00 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 907.50 | 0.43 | 0.50 | 907.58 | |
| SK404 | 5+45.76 | SK4A | 9.14 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 906.60 | 0.79 | 0.50 | 906.72 | |
| SK405 | 1+16.40 | SK4-2 | 0.00 RT | TY PSL(FG)(4-4) | 16.67 | 8.19 | 0.50 | 0.50 | 906.60 | 15.32 | 0.60 | 907.31 | 4-907.98 |
| SK406 | 1+22.66 | SK4B | 17.00 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 906.15 | 0.58 | 0.50 | 906.25 | |
| SK407 | 1+82.09 | SK4B | 16.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 905.75 | 0.73 | 0.50 | 905.86 | |
| SK408 | 2+45.15 | SK4B | 17.40 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 905.50 | 0.31 | 0.50 | 905.56 | |
| SK409 | 3+13.77 | SK4B | 17.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 903.95 | 0.25 | 0.50 | 904.00 | |
| SK500 | 6+03.10 | SK5 | 18.60 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.53 | 2.11 | 1.00 | 897.76 | |
| SK501 | 6+65.00 | SK5 | 17.80 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.80 | 0.35 | 0.50 | 897.87 | |
| SK502 | 7+35.00 | SK5 | 18.20 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.40 | 4.64 | 0.50 | 897.78 | |
| SK503 | 3+79.90 | SK5 | 19.70 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.45 | 3.36 | 0.50 | 897.76 | |
| SK504 | 4+58.75 | SK5 | 16.10 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.62 | 4.13 | 0.50 | 897.97 | |
| SK505 | 5+63.50 | SK5 | 16.50 LT | TY PSL(FG)(3-3) | 12.67 | 5.50 | 0.50 | 0.50 | 897.69 | 1.82 | 0.50 | 897.90 | |

1

NOTES:

ANALYSIS PERFORMED USING GEOPAK DRAINAGE (2009 EDITION), WHICH PERFORMED HYDRAULIC COMPUTATIONS IN ACCORDANCE WITH FHWA HEC-22 GUIDELINES.

1. EXISTING STORM SEWER.
2. TAILWATER SET TO 25-YEAR WATER SURFACE ELEVATION FOR LAKE CREEK TRIBUTARY 2 OBTAINED FROM FEMA.
3. ALL TY PSL INLETS SHALL INCLUDE 1.5 FT CAST-IN-PLACE REINFORCED CONCRETE APRON PER DETAIL 'A' ON TYPE PSL DETAIL SHEET.
4. THE HEADWATER ELEVATION, AS NOTED, FOR THE EXISTING CULVERT WAS USED AS THE ALLOWABLE PONDED ELEVATION AT CORRESPONDING INLET.

STATE OF TEXAS
VICTORIA M. ORTEGA
113096
LICENSED
PROFESSIONAL ENGINEER
12 DEC 2016

| REV. NO. | BY | DATE | REVISION DESCRIPTION |
|---|---|---|---|
| 1 | VWO | 12/12/16 | REVISE CHANNEL SK1-2 |

STATE OF TEXAS
CHARLOTTE A. GILPIN
99532
LICENSED
PROFESSIONAL ENGINEER
4/19/2016

K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746

WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS
SHERBROOKE ZONE
STORM SEWER HYDRAULIC CALCULATIONS

K·FRIESE + ASSOCIATES
PUBLIC PROJECT ENGINEERING
1120 S. Capital of Texas Highway
CityView 2, Suite 100
Austin, Texas 78746
P – 512.338.1704 F – 512.338.1784
TBPE Firm #6535
www.kfriese.com

WILLIAMSON COUNTY
1848

| | |
|---|---|
| SCALE | |
| DATE | 11/29/2016 |

SHEET NO.
SK28 OF SK29



X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\0300#SK#HYD03.dgn modified by vortega on 12/12/2016 - 11:55:10 AM

## Ryan Rivera

**From:** paul@denucciconstructors.com
**Sent:** Monday, October 03, 2016 2:46 PM
**To:** Ryan Rivera
**Subject:** RE: 1604-068 Forest North_additional trees to be removed

30-36" 2000.00

Basically, it is $400.00 every 6 "

Paul T. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
512-658-3986 cell
paul@denucciconstructors.com
www.denucciconstructors.com

> -------- Original Message --------
> Subject: RE: 1604-068 Forest North_additional trees to be removed
> From: Ryan Rivera <rrivera@HNTB.com>
> Date: Mon, October 03, 2016 2:39 pm
> To: "paul@denucciconstructors.com" <paul@denucciconstructors.com>
>
> Send me a quote for that size.
>
> **From:** paul@denucciconstructors.com [mailto:paul@denucciconstructors.com]
> **Sent:** Monday, October 03, 2016 2:38 PM
> **To:** Ryan Rivera <rrivera@HNTB.com>
> **Subject:** RE: 1604-068 Forest North_additional trees to be removed
>
> Ryan - Got it. The first tree that is coming out at Tichester is 33" - how do you want us to bill that? It is larger that any bid item.
>
> Paul T. DeNucci
> DeNucci Constructors, LLC
> 8310-1 Cap Tx Hwy N. Ste 275
> Austin, Texas 78731
> 512-335-0600
> 512-342-0600 fax
> 512-658-3986 cell
> paul@denucciconstructors.com
> www.denucciconstructors.com
>
> -------- Original Message --------
> Subject: Re: 1604-068 Forest North_additional trees to be removed
> From: Ryan Rivera <rrivera@HNTB.com>

## Ryan Rivera

**From:** paul@denucciconstructors.com
**Sent:** Friday, December 30, 2016 1:56 PM
**To:** Ryan Rivera
**Subject:** Forest North 36" SET

Hi Ryan. The price for the 36" SET's will be:

6:1 $5800.00. The one completed was a 6:1

4:1. $5600.00

Thanks.

Paul T. DeNucci
DeNucci Constructors, LLC
8310-1 Cap Tx Hwy N. Ste 275
Austin, Texas 78731
512-335-0600
512-342-0600 fax
512-658-3986 cell
paul@denucciconstructors.com
www.denucciconstructors.com

**Commissioners Court - Regular Session** **44.**

**Meeting Date:** 03/21/2017

Sheriff's Office Training Center - Oncor Easement

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

**Department:** Facilities Maintenance

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on an easement and right of way between Oncor Electric Delivery Company, LLC and Williamson County for electric service to the Williamson Sheriff's Office Training Center.

**Background**

Electric easement required to provide electric service to the new Sheriff Office Training Center from the Oncor provided overhead electric at the Southeastern corner of the property. The overhead will then run North to a point and go from overhead to underground from the east property line to a ground mounted transformer located close to the building to provide electricity for the new building. This is included in the scope of the building construction and is budgeted through the Project overall budget. Oncor has provided all additional electric service to date at zero cost to Williamson County.

---

**Fiscal Impact**

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

**Attachments**

Oncor Easement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:07 PM |
| Form Started By: Gina Wrehsnig | | Started On: 03/14/2017 10:31 AM |
| Final Approval Date: 03/14/2017 | | |

PT # 2017-0878
District: TAYLOR
WR #: 3327289
ER#_____

# EASEMENT AND RIGHT OF WAY

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

That **Williamson County, Texas**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

**SEE EXHIBIT "A" (ATTACHED)**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2017.

**Grantor: Williamson County, Texas**

By:_____
Honorable Dan A. Gattis,
Williamson County Judge

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

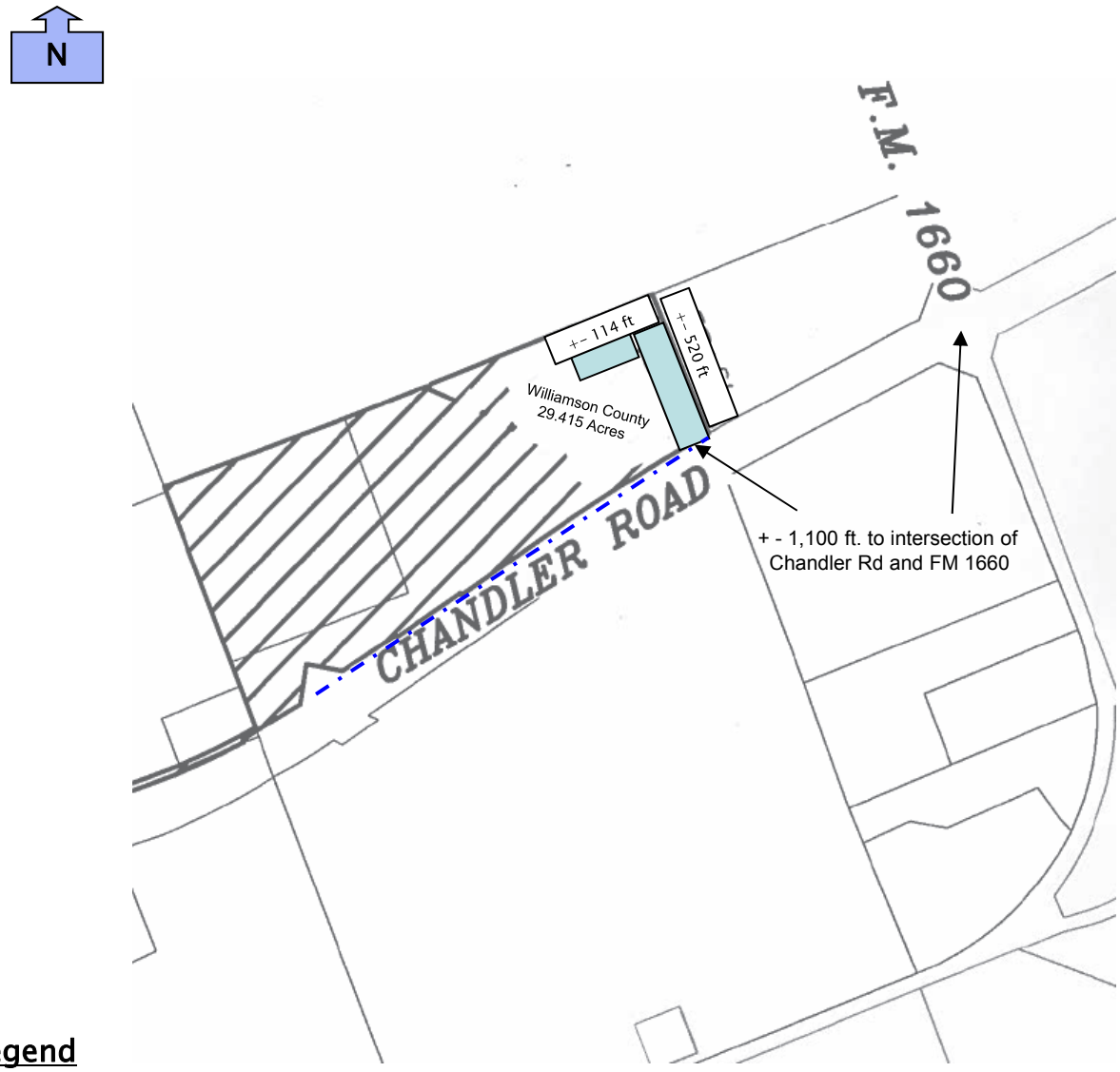
BEFORE ME, the undersigned authority, on this day personally appeared **Honorable Dan A. Gattis, as the County Judge of Williamson County,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2017.

_____
Notary Public in and for the State of Texas

# ONCOR ELECTRIC DELIVERY, LLC

## EXHIBIT "A"




**Legend**

Existing Power Line

Denotes Easement
15 ft. wide

The intent of this Exhibit is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made to the validity of these calls.

**GRANTOR: Williamson County, Texas**

| | |
|---|---|
| Doc. No. 2016117671 | County: Williamson |
| Survey: J. Dykes | Abstract: A-186 |
| District: KRT/ Taylor | WR#: 3327289 |

**Commissioners Court - Regular Session** **45.**

**Meeting Date:** 03/21/2017

Resolution for Condemnation

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 1.379 and 3.878 acres required for the construction of CR 101, and take appropriate action. (Fuessel Holdings, LLC/Parcel 6)

**Background**

## Fiscal Impact

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

## Attachments

Fuessel Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:04 AM |
| Final Approval Date: 03/16/2017 | | |

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to certain tracts of land being 1.379 acres and 3.878 acres (Parcel 6 Part 1 and Part 2) described by metes and bounds in Exhibits "A" and "B" owned by **Fuessel Holdings, LLC,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 101 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibits "A" and "B" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

**EXHIBIT** A

**County:** Williamson
**Parcel:** 6 Part 1
**Highway:** County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 6, PART 1

METES & BOUNDS DESCRIPTION FOR A 1.379 ACRE (60,089 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 74.3682 ACRE TRACT OF LAND AS CONVEYED TO FUESSEL HOLDINGS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 1.379 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 1/2-inch iron rod found for the common east corner of said Fuessel Holdings tract and a called 72.15 acre tract of land as conveyed to John Bigon and wife, Mary Bigon by warranty deed recorded in Volume 558, Page 77 of the Deed Records of Williamson County, Texas; Thence, with the south line of said Fuessel Holdings tract, same being the north line of said Bigon tract, S 68°33'57" W, a distance of 1910.07 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,177,994.26, E=3,192,903.67) set for the southeast corner and **POINT OF BEGINNING** of the herein described tract, 60.00 feet right of County Road 101 baseline station 24+14.91;

**THENCE,** continuing with the south line of said Fuessel Holdings tract and the north line of said Bigon tract, **S 68°33'57" W**, a distance of **178.32** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set on the occupied east right-of-way line of County Road 101 for the northwest corner of said Bigon tract, same being the southwest corner of the herein described tract, 106.37 left of County Road 101 baseline station 24+79.07, from which a disturbed 1/2-inch iron rod bears N 77°14'40" E, a distance of 0.38 feet and a TXDOT Type II monument bears S 22°28'15" E, a distance of 272.52 feet;

**THENCE,** with the east occupied right-of-way line of said County Road 101, **N 22°18'33" W**, a distance of **575.30** feet to a calculated point on the south line of a called 1.265 acre tract of land as conveyed to Travis Lee Betak by gift deed recorded in Document Number 2011041723 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract;

**THENCE,** with the south line of said Betak tract, **N 68°32'12" E**, a distance of **72.18** 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 30+27.18, from which a 1/2-inch iron rod with an orange cap found for the southeast corner of said Betak tract bears N 68°32'12" E, a distance of 285.46 feet;

**THENCE,** leaving the south line of said Betak tract and over and across said Fuessel Holdings tract,

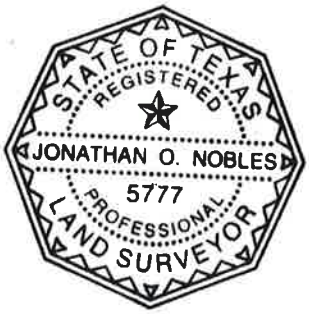
**S 22°05'55" E**, a distance of **41.78** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set at a point of curvature of a curve to the left;

**THENCE**, continuing across said Fuessel Holdings tract, along said curve to the left, an arc distance of **483.02** feet, having a radius of **1,355.00** feet, a central angle of **20°25'28"** and a chord which bears **S 32°18'39" E**, a distance of **480.47** feet to a point of tangency;

**THENCE**, continuing across said Fuessel Holdings tract, **S 42°31'23" E**, a distance of **66.08** feet to the **POINT OF BEGINNING** and containing 1.379 acres (60,089 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.

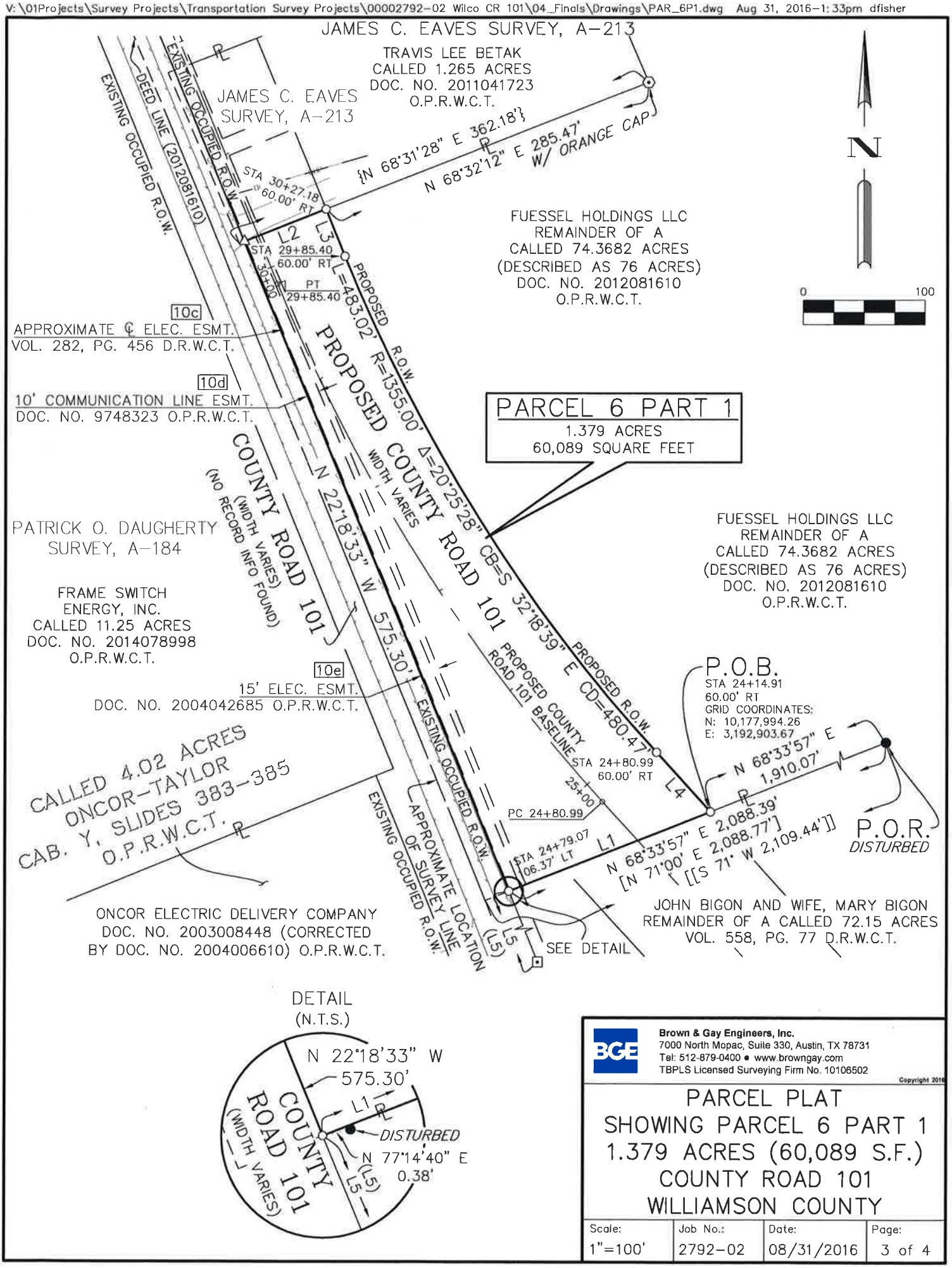
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on February 26, 2016 and are true and correct to the best of my knowledge. A sketch accompanies this description.




9/1/2016
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: 2792-00




DETAIL
(N.T.S.)




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
Copyright 2016

# PARCEL PLAT
# SHOWING PARCEL 6 PART 1
# 1.379 ACRES (60,089 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 3 of 4 |

## 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 1622123-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

10c. ELECTRIC TRANSMISSION AND/OR DISTRIBUTION TELEPHONE LINE(S) EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY BY INSTRUMENT RECORDED IN VOLUME 282, PAGE 456, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10d. EASEMENT AND RIGHT OF WAY GRANTED TO GTE SOUTHWEST, INCORPORATED BY INSTRUMENT RECORDED IN DOCUMENT NO. 9748323, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

## LEGEND

| | |
|---|---|
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ELEC. | ELECTRIC |
| ESMT. | EASEMENT |
| N.T.S. | NOT TO SCALE |
| 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 |
| [ ] | RECORD INFORMATION FROM VOL. 558, PG. 77 |
| ( ) | RECORD INFORMATION FROM DOC. NOS. 2008087669 |
| { } | RECORD INFORMATION FROM DOC. NO. 2011041723 |
| [[ ]] | RECORD INFORMATION FROM DOC. NO. 2012081610 |
| | LINE BREAK |
| | PROPERTY LINE |
| ● | FOUND 1/2" IRON ROD |
| ⊙ | FOUND 1/2" IRON ROD W/ CAP |
| ⊡ | FOUND TXDOT TYPE II MONUMENT |
| ○ | SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP |
| △ | CALCULATED POINT |
| | OVERHEAD POWER |
| | EDGE OF ASPHALT |

### LINE TABLE

| NUMBER | BEARING | DISTANCE |
|---|---|---|
| L1 | S 68°33'57" W | 178.32' |
| L2 | N 68°32'12" E | 72.18' |
| L3 | S 22°05'55" E | 41.78' |
| L4 | S 42°31'23" E | 66.08' |
| L5 | N 22°28'15" W | 272.52' |
| (L5) | (N 22°28'08" W) | (272.52') |

## 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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

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
Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502
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# PARCEL PLAT
# SHOWING PARCEL 6 PART 1
# 1.379 ACRES (60,089 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 4 of 4 |

**EXHIBIT** B

**County:** Williamson
**Parcel:** 6 Part 2
**Highway:** County Road 101

METES & BOUNDS DESCRIPTION FOR PARCEL 6, PART 2

METES & BOUNDS DESCRIPTION FOR A 3.878 ACRE (168,921 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 74.3682 ACRE TRACT OF LAND AS CONVEYED TO FUESSEL HOLDINGS LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2012081610 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 3.878 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 1/2-inch iron rod with red cap found for the intersection of the south right-of-way line of said County Road 395 with the east line of said Fuessel Holdings remainder tract, same being the common south corner of a previously dedicated 0.3668 acre tract of land as conveyed to Williamson County, Texas by special warranty deed recorded in Document Number 2003081478 of the Official Public Records of Williamson County, Texas and a previously dedicated 0.4582 acre tract of land as conveyed to Williamson County, Texas by special warranty deed recorded in Document Number 2003081476 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "WILCO" found for the southeast corner of said 0.4582 acre dedication bears N 68°34'27" E, a distance of 997.87 feet; Thence, with the south right-of-way line of said County Road 395, S 68°29'08" W, a distance of 659.36 feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N=10,180,672.47, E=3,191,741.25) set for the northeast corner and **POINT OF BEGINNING** of the herein described tract, 98.75 feet right of County Road 101 baseline station 53+69.75;

**THENCE,** leaving the south right-of-way line of said County Road 395 and over and across said Fuessel Holdings remainder tract, **S 23°24'16" W**, a distance of **54.33** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set for an angle point, 60.00 feet right of County Road 101 baseline station 53+31.67;

**THENCE,** continuing over and across said Fuessel Holdings remainder tract, **S 22°05'55" E**, a distance of **2,152.36** feet to a 1/2-inch iron rod with aluminum cap stamped "WILCO ROW 5777" set in a south line of said Fuessel Holdings remainder tract, same being a north line of a called 1.265 acre tract of land as conveyed to Travis Lee Betak by gift deed recorded in Document Number 2011041723 of the Official Public Records of Williamson County, Texas for the southeast corner of the herein described tract, 60.00 feet right of County Road 101 baseline station 31+79.30, from which a 1/2-inch iron rod with cap stamped "4249" found for the northeast corner of said Betak tract, same being an interior corner of said Fuessel Holdings remainder tract bears N 68°32'12" E, a distance of 283.95 feet

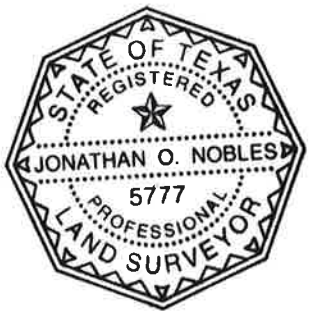
**THENCE,** with the north line of said Betak tract and a south line of said Fuessel Holdings remainder tract, **S 68°32'12" W**, a distance of **72.74** feet to a calculated point in the occupied east right-of-way line of County Road 101 (width varies) for the southwest corner of the herein described tract;

**THENCE,** with the occupied east right-of-way line of said County Road 101, **N 22°18'33" W,** a distance of **2,190.87** feet to a calculated point at the intersection of the occupied east right-of-way line of said County Road 101 and the south right-of-way line of said County Road 395 for the northwest corner of the herein described tract;

**THENCE,** with the south right-of-way line of said County Road 395, **N 68°29'08" E,** a distance of **119.55** feet to the **POINT OF BEGINNING** and containing 3.878 acres (168,921 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.

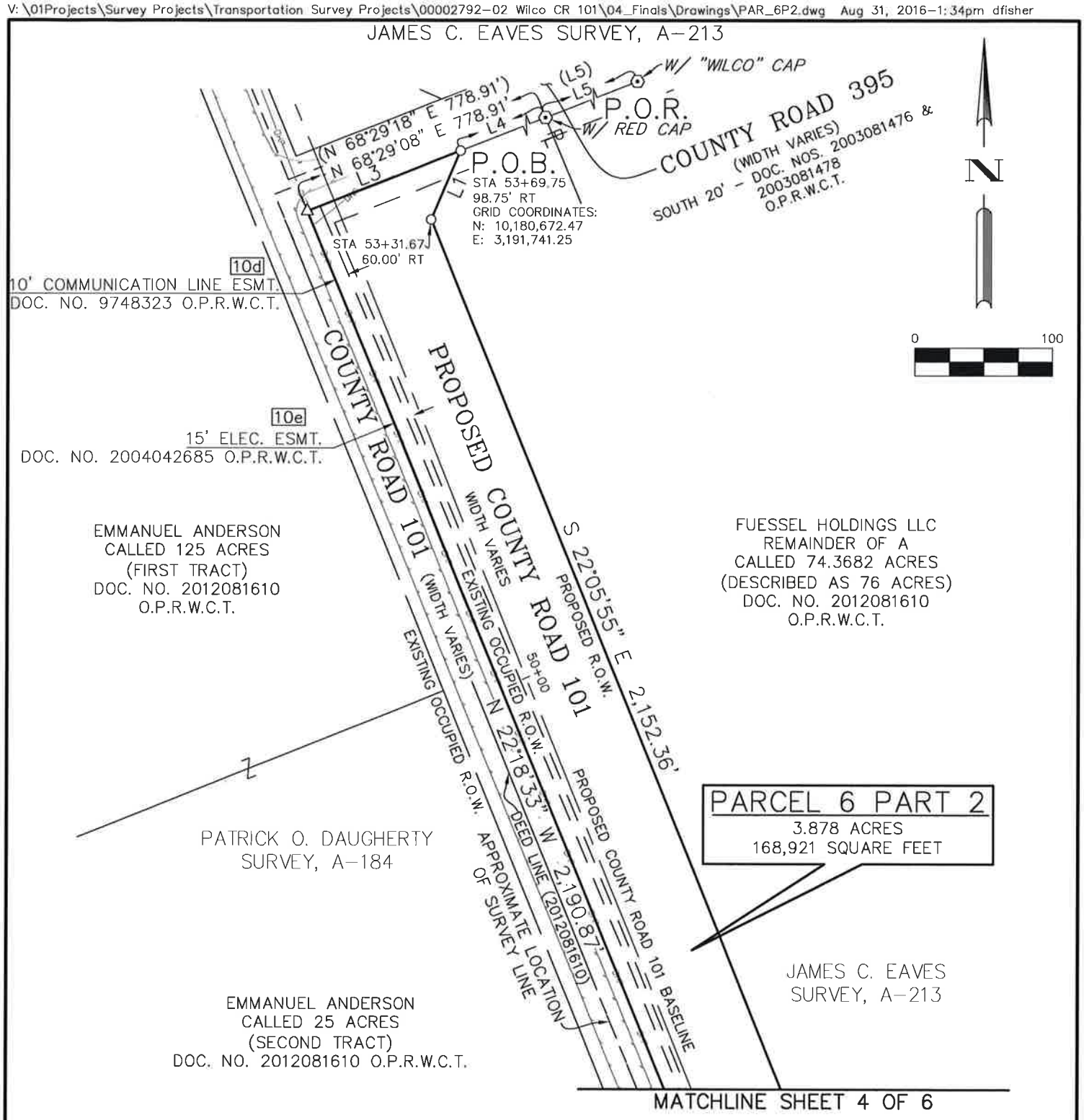



Jonathan O. Nobles RPLS No. 5777
Brown & Gay Engineers, Inc.
7000 North Mopac, Suite 330
Austin, Texas 78731
Telephone: (512) 879-0400
TBPLS Licensed Surveying Firm No. 10106502

9/1/2016
Date

Client: Williamson County
Date: August 31, 2016
Job No: 2792-00

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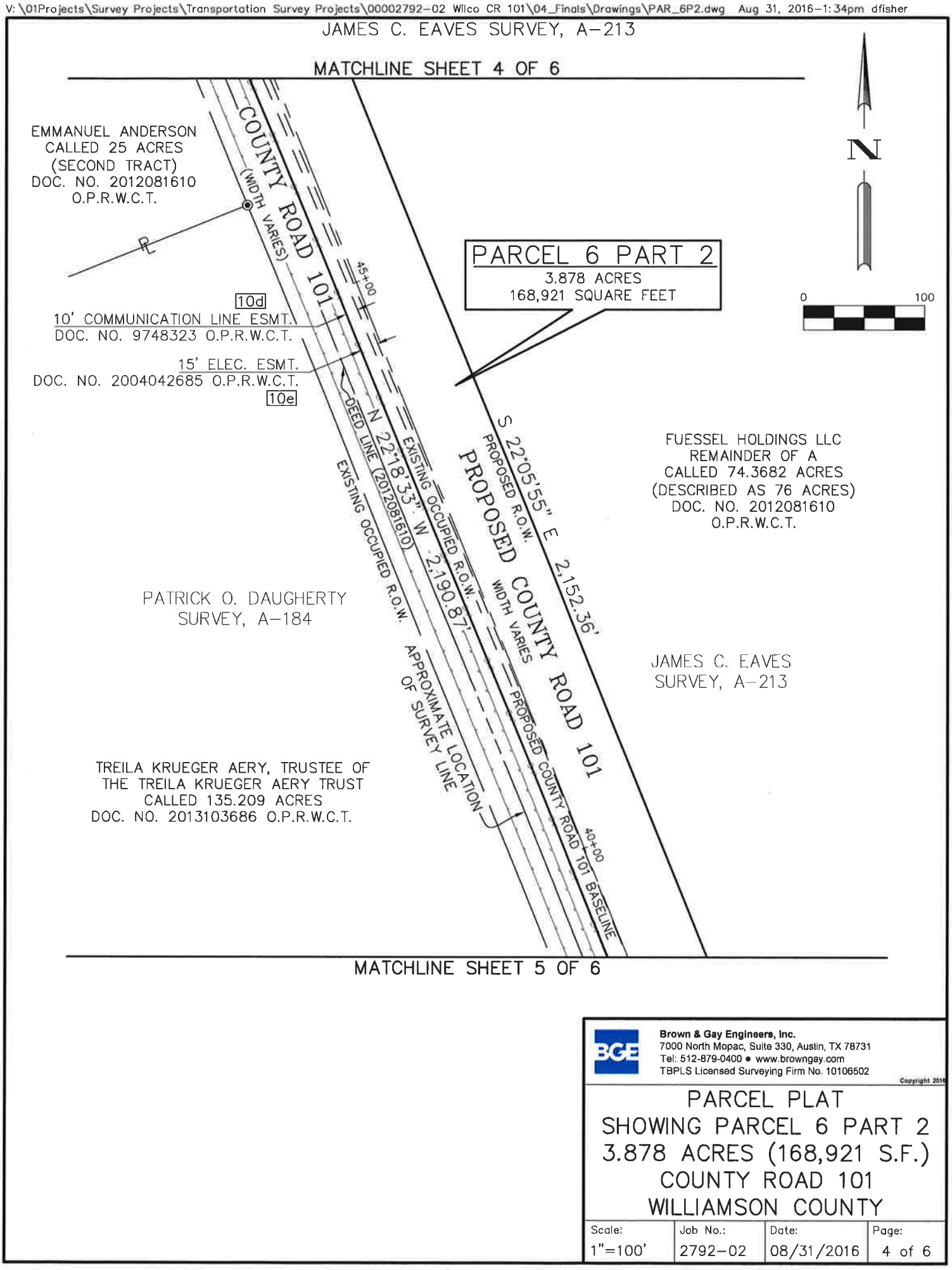
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Tel: 512-879-0400 • www.browngay.com
TBPLS Licensed Surveying Firm No. 10106502


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# PARCEL PLAT
# SHOWING PARCEL 6 PART 2
# 3.878 ACRES (168,921 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 3 of 6 |

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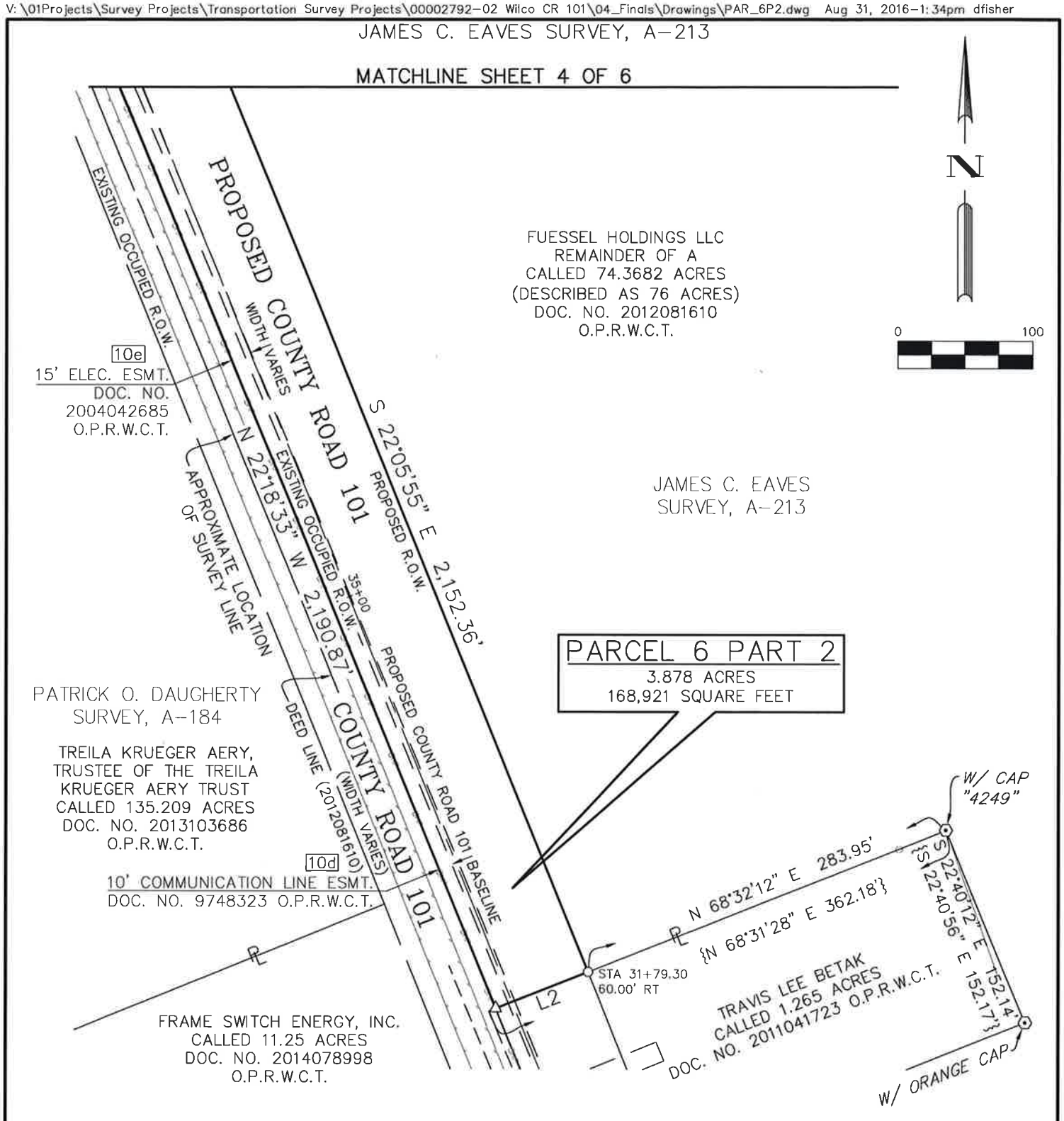
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# PARCEL PLAT
# SHOWING PARCEL 6 PART 2
# 3.878 ACRES (168,921 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 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_6P2.dwg Aug 31, 2016-1:34pm dfisher





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# PARCEL PLAT
# SHOWING PARCEL 6 PART 2
# 3.878 ACRES (168,921 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 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 1622123-GTN, DATED EFFECTIVE JUNE 15, 2016 AND ISSUED ON JUNE 24, 2016.

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10e. EASEMENT AND RIGHT OF WAY FOR OVERHEAD AND/OR UNDERGROUND ELECTRIC SUPPLY AND COMMUNICATIONS LINE(S) GRANTED TO ONCOR ELECTRIC DELIVERY COMPANY RECORDED IN DOCUMENT NO. 2004042685, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

## LEGEND

| | |
|---|---|
| D.R.W.C.T. | DEED RECORDS OF WILLIAMSON COUNTY, TEXAS |
| ELEC. | ELECTRIC |
| ESMT. | EASEMENT |
| N.T.S. | NOT TO SCALE |
| 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 |
| [ ] | RECORD INFORMATION FROM VOL. 558, PG. 77 |
| ( ) | RECORD INFORMATION FROM DOC. NOS. 2008087669 |
| { } | RECORD INFORMATION FROM DOC. NO. 2011041723 |
| [[ ]] | RECORD INFORMATION FROM DOC. NO. 2012081610 |
| | LINE BREAK |
| ℄ | PROPERTY LINE |
| ● | FOUND 1/2" IRON ROD |
| ⊙ | FOUND 1/2" IRON ROD W/ CAP |
| ⊡ | FOUND TXDOT TYPE II MONUMENT |
| ○ | SET 1/2" IRON ROD WITH "WILCO ROW 5777" CAP |
| △ | CALCULATED POINT |
| OHP | OVERHEAD POWER |
| | EDGE OF ASPHALT |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 23°24'16" W | 54.33' |
| L2 | S 68°32'12" W | 72.74' |
| L3 | N 68°29'08" E | 119.55' |
| L4 | S 68°29'08" W | 659.36' |
| L5 | N 68°34'27" E | 997.87' |
| (L5) | (N 68°34'37" E) | (997.84') |

## 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.

STATE OF TEXAS
REGISTERED
JONATHAN O. NOBLES
5777
PROFESSIONAL
LAND SURVEYOR

JONATHAN O. NOBLES RPLS NO. 5777
BROWN & GAY ENGINEERS, INC.
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# PARCEL PLAT
# SHOWING PARCEL 6 PART 2
# 3.878 ACRES (168,921 S.F.)
# COUNTY ROAD 101
# WILLIAMSON COUNTY

| Scale: | Job No.: | Date: | Page: |
|---|---|---|---|
| 1"=100' | 2792-02 | 08/31/2016 | 6 of 6 |

**Commissioners Court - Regular Session** **46.**

**Meeting Date:** 03/21/2017

Resolution for Condemnation

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.270 acres required for the construction of CR 101, and take appropriate action. (Wendy Ann and Ryan A. Wendland/Parcel 30)

**Background**

---

**Fiscal Impact**

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

**Attachments**

Wendland Resolution

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:07 AM |
| Final Approval Date: 03/16/2017 | | |

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 2.270 acres (Parcel 30) described by metes and bounds in Exhibit "A" owned by **Wendy Ann Wendland and Ryan A. Wendland,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 101 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

**EXHIBIT** A

**County:** Williamson
**Highway:** C.R. 101
**Parcel:** 30

**PROPERTY DESCRIPTION FOR**
**PARCEL 30**

DESCRIPTION OF A 2.270 ACRE (98,865 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 46.99 ACRE TRACT OF LAND CONVEYED TO WENDY ANN WENDLAND AND RYAN A. WENDLAND BY INSTRUMENT RECORDED IN DOCUMENT NO. 2007085821 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.270 ACRE (98,865 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 2" pipe post found (+/- 6 feet tall), being the southeasterly corner of that called 46.99 acre tract of land conveyed to Wayne Angell by instrument recorded in Document No. 2015099470 of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 46.99 acre Wendland tract;

Thence, with the common boundary line of said 46.99 acre Angell tract and said 46.99 acre Wendland tract, S 67°38'47" W for a distance of 1710.83 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road (C.R.) 101 baseline station 149+05.95, having grid coordinates of N=10,189,498.48, E=3,188,136.84, in the proposed easterly Right-of-Way (ROW) line of CR 101 ( ROW width varies), for northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE,** departing said 46.99 acre Angell tract, through the interior of said 46.99 acre Wendland tract, with said proposed easterly ROW line, **S 22°02'12" E** for a distance of **1142.27** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 137+63.68, in the southerly boundary line of said 46.99 acre Wendland tract, same being the northerly boundary line of that called 51.49 acre tract of land conveyed to Joyce W. McFarlin by instrument recorded in Volume 1832, Page 825 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

2. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said 46.99 acre Wendland tract and said 51.49 acre tract, **S 67°19'43" W,** for a distance of **85.02** feet to a 2" pipe post found (+/- 6 feet tall) in the existing easterly ROW line of C.R. 101 (variable width ROW), being the southwesterly corner of said 46.99 acre Wendland tract, same being the northwesterly corner of said 51.49 acre tract, for the southwesterly corner of the herein described tract;

3. **THENCE**, with the common boundary line of said 46.99 acre tract and said existing easterly ROW line of C.R. 101, **N 22°11'20" W** for a distance of **1142.73** feet to a 2" pipe post found (+/- 6 feet tall), being the northwesterly corner of said 46.99 acre Wendland tract, same being the southwesterly corner of said 46.99 acre Angell tract, for the northwesterly corner of the herein described tract;

4. **THENCE**, departing said existing ROW line, with the common boundary line of said 46.99 acre Wendland tract and said 46.99 acre Angell tract, **N 67°38'47" E** for a distance of **88.05** feet to the **POINT OF BEGINNING**, containing 2.270 acres (98,865 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 09/27/2016

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

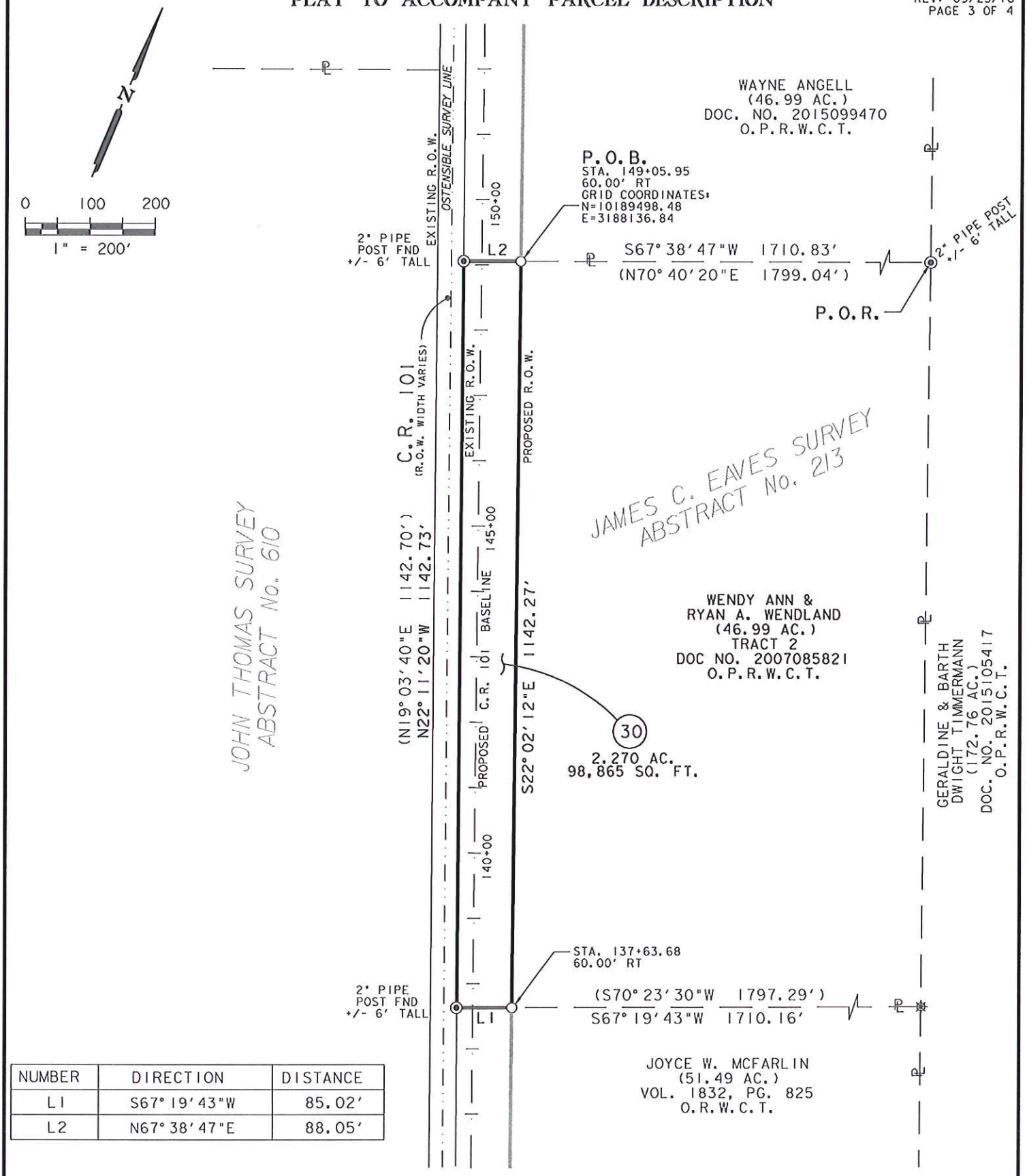
Date



EXHIBIT "___"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S67° 19' 43"W | 85.02' |
| L2 | N67° 38' 47"E | 88.05' |

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

## WENDY ANN & RYAN A. WENDLAND

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 200' | CR 101 | WILLIAMSON |

## PARCEL 30

EXHIBIT "___"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ✵ | FENCE CORNER POST FOUND |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| × | X CUT FOUND |
| ▲ | 60/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-5050" SET (UNLESS NOTED OTHERWISE) |
| ℄ | CENTER LINE |
| ℙ | PROPERTY LINE |
| ( ) | RECORD INFORMATION |
| | LINE BREAK |
| | DENOTES COMMON OWNERSHIP |
| P.O.B. | POINT OF BEGINNING |
| P.O.R. | POINT OF REFERENCE |
| N.T.S. | NOT TO SCALE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| O.R.W.C.T. | OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS |
| O.P.R.W.C.T. | OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT RECORDS WILLIAMSON COUNTY, TEXAS |

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. 1622926-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO JONAH WATER SPECIAL UTILITY DISTRICT, RECORDED IN DOCUMENT NO. 2011022418, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. TERMS, CONDITIONS. AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010064659, DOCUMENT NO. 2010083230, AND DOCUMENT NO. 2010064661, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

M. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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 09/27/2016

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

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 2.270 | 98,865 |
| CALC/DEED AREA | 46.99 | 2,046,884 |
| REMAINDER AREA | 44.72 | 1,948,019 |

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

## WENDY ANN & RYAN A. WENDLAND

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 200' | CR 101 | WILLIAMSON |

## PARCEL 30

**Meeting Date:** 03/21/2017

Resolution for Condemnation

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Consider a resolution determining the necessity and authorizing the use of eminent domain to condemn 2.349 acres required for the construction of CR 101, and take appropriate action. (Wayne Angell/Parcel 31)

**Background**

## Fiscal Impact

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

## Attachments

Angell Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:09 AM |
| Final Approval Date: 03/16/2017 | | |

**IN THE COMMISSIONERS' COURT**
**OF WILLIAMSON COUNTY, TEXAS**

**RESOLUTION**

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to a certain tract of land being 2.349 acres (Parcel 31) described by metes and bounds in Exhibit "A" owned by **Wayne Angell,** for the purpose of constructing, reconstructing, maintaining, and operating County Road 101 ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby

authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as she shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____ day of _____, 2017.

_____
Dan A. Gattis
Williamson County Judge

**EXHIBIT** A

**County:** Williamson
**Highway:** C.R. 101
**Parcel:** 31

## PROPERTY DESCRIPTION FOR PARCEL 31

DESCRIPTION OF A 2.349 ACRE (102,328 SQUARE FOOT) TRACT OF LAND SITUATED IN THE JAMES C. EAVES SURVEY, ABSTRACT NO. 213, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 46.99 ACRE TRACT OF LAND CONVEYED TO WAYNE ANGELL BY INSTRUMENT RECORDED IN DOCUMENT NO. 2015099470 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 2.349 ACRE (102,328 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING FOR REFERENCE** at a 2" pipe post found (+/- 6 feet tall) in the southerly boundary line of the remainder of that called 110.706 acre tract of land conveyed to Doris M. Fuchs, Et. Al. by instrument recorded in Document No. 2003077036 and Doc. No. 2005071194 (Tract Two) of the Official Public Records of Williamson County, Texas, same being the northeasterly corner of said 46.99 acre tract;

Thence, with the common boundary line of said 46.99 acre tract and said remainder of the 110.706 acre tract, N 68°00'03" E for a distance of 1709.84 feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set, 60.00 feet right of proposed County Road (C.R.) 101 baseline station 160+48.14, having grid coordinates of N=10,190,557.10 E=3,187,708.34, in the proposed easterly Right-of-Way (ROW) line of C.R. 101, for the northeasterly corner and **POINT OF BEGINNING** of the herein described tract;

1. **THENCE,** departing said remainder of 110.706 acre tract, through the interior of said 46.99 acre tract, with said proposed easterly ROW line, **S 22°02'12" E** for a distance of **1142.20** feet to an iron rod with aluminum cap stamped "WILCO ROW 5050" set 60.00 feet right of proposed C.R. 101 baseline station 149+05.95, in the southerly boundary line of said 46.99 acre tract, same being the northerly boundary line of that called 46.99 acre tract of land conveyed to Wendy Ann Wendland and Ryan A. Wendland by instrument recorded in Document No. 2007085821 of the Official Public Records of Williamson County, Texas, for the southeasterly corner of the herein described tract, and from which a 2" pipe post found (+/- 6 feet tall), being the southeasterly corner of said 46.99 acre Angell tract and the northeasterly corner of said 46.99 acre Wendland tract bears N 67°38'47" E for a distance of 1710.83 feet;

2. **THENCE**, departing said proposed easterly ROW line, with the common boundary line of said two 46.99 acre tracts, **S 67°38'47" W,** for a distance of **88.05** feet to a 2" pipe post found (+/- 6 feet tall) in the existing easterly ROW line of C.R. 101 (variable width ROW) for the southwesterly corner of the said Angell 46.99 acre tract, same being the northwesterly corner of said Wendland 46.99 acre tract, for the southwesterly corner of the herein described tract;

3. **THENCE**, with the common boundary line of said 46.99 acre Angell tract and said existing easterly ROW line of C.R. 101, **N 22°11'20" W** for a distance of **1142.75** feet to a 2" pipe post found (+/- 6 feet tall), being the northwesterly corner of said Angell 46.99 acre tract, same being the southwesterly corner of said remainder of 110.706 acre tract, for the northwesterly corner of the herein described tract;

4. **THENCE**, with the common boundary line of said Angell 46.99 acre tract and said remainder of 110.706 acre tract, **N 68°00'03" E** for a distance of **91.09** feet to the **POINT OF BEGINNING**, containing 2.349 acres (102,328 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 09/27/2016

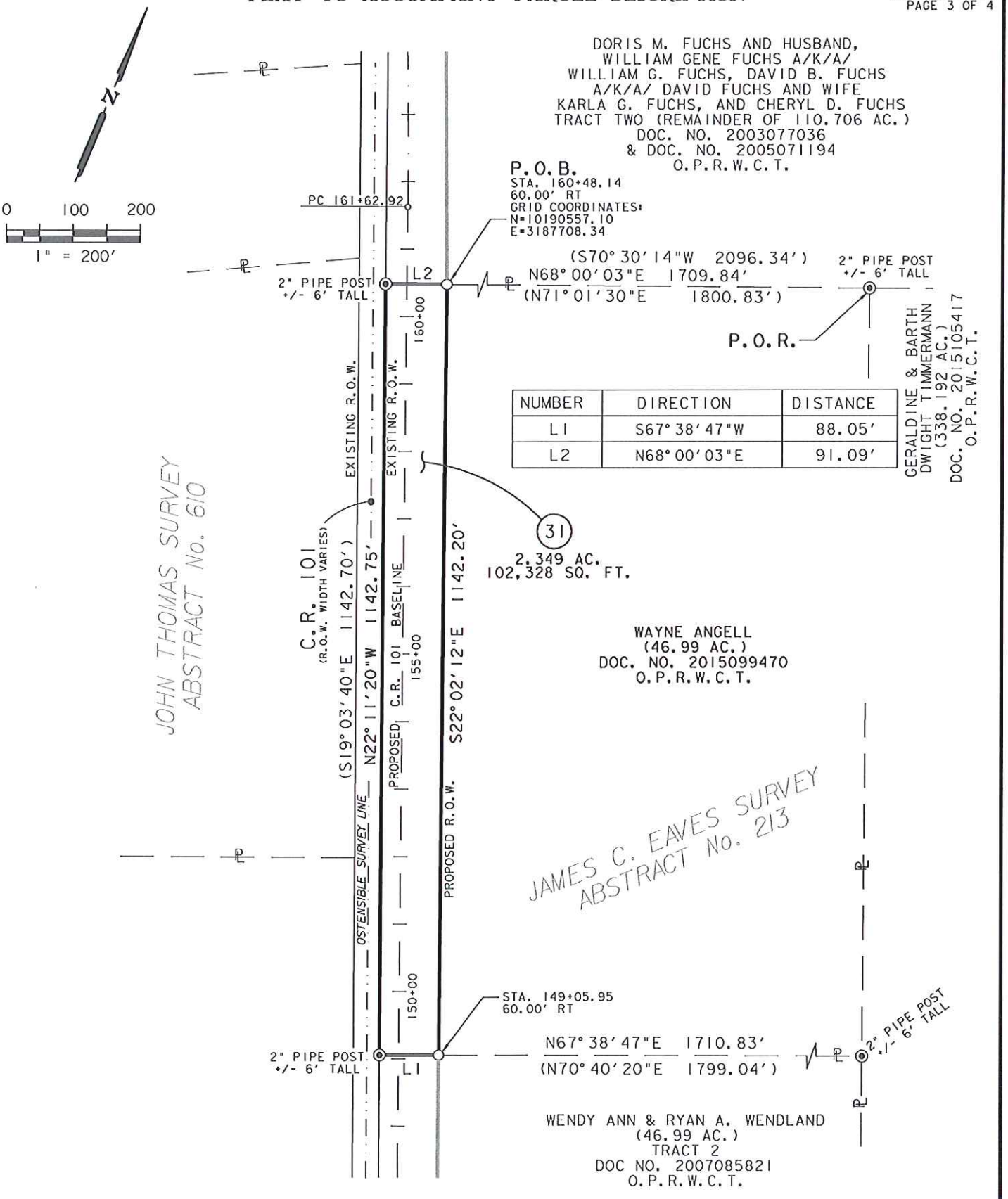
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681



EXHIBIT "___"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION






| NUMBER | DIRECTION | DISTANCE |
|---|---|---|
| L1 | S67° 38' 47"W | 88.05' |
| L2 | N68° 00' 03"E | 91.09' |

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

**WAYNE ANGELL**

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 200' | CR 101 | WILLIAMSON |

**PARCEL 31**

S:*BROWN&GAY\CR101\PARCELS\PARCEL 31-ANGELL\ANGELL.dgn

EXHIBIT "___"

# PLAT TO ACCOMPANY PARCEL DESCRIPTION



## LEGEND

| | |
|---|---|
| ✱ | FENCE CORNER POST FOUND |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| ⊙ | 1/2" IRON ROD FOUND W/PLASTIC CAP |
| ✪ | COTTON GIN SPINDLE FOUND |
| ◉ | 1/2" IRON PIPE FOUND UNLESS NOTED |
| × | X CUT FOUND |
| ▲ | 60/D NAIL FOUND |
| △ | CALCULATED POINT |
| ○ | 1/2" IRON ROD W/ ALUMINUM CAP STAMPED "WILCO-ROW-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 |

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THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. 1622930-GTN, ISSUED BY TITLE RESOURCES GUARANTY COMPANY, EFFECTIVE DATE JULY 14, 2016, ISSUE DATE JULY 25, 2016.

10E. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 287, PAGE 61, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

F. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 286, PAGE 426, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

G. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 355, PAGE 547, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

H. EASEMENT TO TEXAS POWER & LIGHT COMPANY, RECORDED IN VOLUME 337, PAGE 233, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT.

I. EASEMENT TO JONAH WATER SUPPLY CORPORATION, RECORDED IN VOLUME 563, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

J. EASEMENT TO JONAH WATER SPECIAL UTILITY WATER DISTRICT, RECORDED IN DOCUMENT NO. 2011024096, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM ITS DESCRIPTION CANNOT BE LOCATED.

K. TERMS, CONDITIONS. AND STIPULATIONS IN THE AGREEMENT, RECORDED IN DOCUMENT NO. 2010064659, DOCUMENT NO. 2010083230, AND DOCUMENT NO. 2010064661, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO.

L. NOTICE REGARDING ORDINANCE 2010-30, RECORDED IN DOCUMENT NO. 2010063291, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO IF APPLICABLE.

M. INCLUSION WITHIN THE LOWER BRUSHY CREEK WATER CONTROL & IMPROVEMENT DISTRICT, SUBJECT TO IF APPLICABLE.

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 09/27/2016

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

STATE OF TEXAS REGISTERED LAWRENCE M. RUSSO 5050 PROFESSIONAL LAND SURVEYOR

| | ACRES | SQUARE FEET |
|---|---|---|
| ACQUISITION | 2.349 | 102,328 |
| CALC/DEED AREA | 46.99 | 2,046,884 |
| REMAINDER AREA | 44.641 | 1,944,556 |

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

## WAYNE ANGELL

| SCALE | PROJECT | COUNTY |
|---|---|---|
| 1" = 200' | CR 101 | WILLIAMSON |

## PARCEL 31

S:*BROWN&GAY\CR101\PARCELS\PARCEL 31-ANGELL\ANGELL.dgn

**Commissioners Court - Regular Session** **48.**

**Meeting Date:** 03/21/2017

Forest North Letter Agreement

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

**Department:** Road Bond

**Agenda Category:** Regular Agenda Items

---

**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Letter Agreement with Jon R. Fisher regarding the Forest North Drainage Improvements project.

**Background**

---

**Fiscal Impact**

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

**Attachments**

Fisher Letter Agreement

---

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:10 AM |
| Final Approval Date: 03/16/2017 | | |

# Sheets & Crossfield, P.C.

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-255-8877 • fax 512-255-8986


March 9, 2017

VIA HAND DELIVERY

Jon R. Fisher
9308 Meadowheath Drive
Austin, TX 78729

RE: Williamson County – Forest North Drainage Improvements
Drainage Easement and Temporary Construction Easement at 9308 Meadowheath Drive

Dear Mr. Fisher:

I am again writing on behalf of Williamson County, Texas regarding the Forest North Drainage Improvement Project. I am glad that we have been able to reach an agreement for the acquisition of the enclosed easements on your property at 9308 Meadowheath Drive (the "Easements"). Please allow this letter to set out our agreement for the County's purchase of the Easements.

In return for granting the Easements, the County will pay you the total sum of $5,500.00.

As we discussed, the enclosed easements reflect the revised plan, which allows us to keep the trees located on the Tyrone's property that serve as the canopy on your property.

The County agrees to be responsible for any damage to your driveway caused by the installation of the drainage facilities in the Drainage Easement.

If this meets with your understanding, please execute this letter where indicated and return it to me. Please also execute the Easements with a notarized signature and return them to me.

In order to process your payment, the County also needs a completed W-9 tax form. Please complete the enclosed W-9 and return it to me.

Upon receipt of this letter and the Easements signed by you, we will have the letter executed by the County Judge and processed for payment as quickly as possible. I will return a copy of the fully executed letter to you. The Easements will not be recorded until I have delivered the payment to you.



374037bk

Please feel free to contact me at any time if you have any questions or concerns. It has been a pleasure working with you to resolve these issues.

Sincerely,

Brian J. Knowles

**AGREED:**

By: Jon R. Fisher
Jon R. Fisher

Date: 3-9-2017

**WILLIAMSON COUNTY, TEXAS**

By:_____
Dan A. Gattis, County Judge

Enclosures

**TEMPORARY CONSTRUCTION EASEMENT**
Forest North Drainage Improvement Project

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

That JON ROBERT FISHER, and his successors and assigns (hereinafter referred to as "Grantor"), for and in consideration of the sum of One and No/100 Dollars ($1.00) and other good and valuable consideration paid by WILLIAMSON COUNTY, TEXAS (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto Grantee a Temporary Construction Easement, in, upon, over, under, above and across the following described Property of Grantor, to-wit:

> See Exhibit "A" note, describing a 0.003 acre (140 sq. ft.) proposed 5' wide T.C.E. and a 0.013 acre (586 sq. ft.) proposed 5' wide T.C.E., both situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 272, of Forest North Estates Phase Two, a subdivision according to the plat thereof recorded in Cabinet B, Slide 278-281 of the plat records of Williamson County, Texas, and being conveyed to Jon Robert Fisher by instrument recorded in Volume 1039, Page 333 of the Official Records of Williamson County, Texas, attached hereto and made a part hereof for all intents and purposes.

Such temporary construction easements shall be for the purpose of allowing Grantee, or its agents, to construct, install, maintain, inspect, reconstruct, rebuild, repair, abandon in place, and remove drainage lines and associated facilities, appurtenances and grading on adjacent property within permanent easement areas or right of way held or owned by Grantee, and generally in accordance with the notes, details, specifications or other requirements or restrictions as shown on the plan sheets attached as Exhibit "B" and incorporated herein. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Williamson County, Texas.

Grantee shall have the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, maintenance, abandonment and/or removal of drainage line and related improvements and grading in the adjacent permanent easement or right of way areas, and for making connections therewith; all upon the condition that upon completion of construction of the improvements and connections referenced herein, Grantee shall repair and restore the surface of said premises and improvements as nearly as is reasonably possible to the condition which the Property was in before the work was undertaken given the uses of the Property, including repair or replacement of any fencing, landscaping, ornamental trees, driveway, walkway, irrigation, or other vegetative material.

At no time during the grant of these easements shall Grantor be denied reasonable driveway ingress and egress to its property for the purposes to which the parent tract is currently being put, unless there is an agreement between Grantor and Grantee in advance.

This Temporary Construction Easement shall expire upon the earlier of (1) twelve (12) months after the date the Grantee, its agents or assigns first take possession of the property for the purposes identified herein, or (2) December 31, 2017.

Grantee hereby covenants and agrees:

(a) To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment.

(b) Grantor also retains, reserves, and shall continue to enjoy the surface of such Temporary Construction Easement for any and all purposes which do not interfere with and prevent the use by Grantee of the Temporary Construction Easement.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, and legal representatives, to warrant and forever defend, all and singular, the above-described Temporary Construction Easement and rights and interests unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this 9th day of March, ~~2016~~ 2017.

*(signatures on following page)*

**GRANTOR:**

Jon Robert Fisher

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 9th day of March, 2017 by Jon Robert Fisher, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

BRIAN KNOWLES
Notary Public, State of Texas
Comm. Expires 05-27-2020
Notary ID 130680708

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

County: Williamson
Parcel: Jon Robert Fisher
Project: Forest North Drainage

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.023 ACRE (1,003 SQUARE FOOT), TRACT OF LAND SITUATED IN THE ELISHA ALLEN SURVEY, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 272, OF FOREST NORTH ESTATES PHASE TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 278-281 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING CONVEYED TO JON ROBERT FISHER BY INSTRUMENT RECORDED IN VOLUME 1038, PAGE 333 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.023 ACRE (1,003 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found, being in the curving existing northerly right-of-way line of Meadowheath Drive (60' right-of-way width) being the southwesterly corner of Lot 273 of said Forest North Estates, same being the southeasterly corner of said Lot 272, for the southeasterly corner of the herein described tract;

1) **THENCE,** departing the westerly boundary line of said Lot 273, with said northerly right-of-way line, same being the southerly boundary line of said Lot 272, along a curve to the left having a delta angle of **00°39'05"**, a radius of **970.00** feet, an arc length of **11.03** feet and a chord which bears **S 60°20'59" W** for a distance of **11.03** feet to the calculated southwesterly corner of the herein described tract, and from which a 1/2 iron rod found for a point of tangency bears along said curve to the left having a delta angle of 01°48'47", a radius of 970.00 feet, an arc length of 30.69 feet and a chord which bears S 59°07'03" W, at a distance of 30.69 feet;

**THENCE,** departing said northerly right-of-way line, through the interior of said Lot 272, the following four (4) courses:

2) **N 25°26'18" W,** for a distance of **27.87** feet to a calculated ell corner;

3) **N 64°33'42" E** for a distance of **5.00** feet to a calculated ell corner;

4) **N 25°26'18" W,** for a distance of **116.96** feet to a calculated point in the southerly line of a 70' wide drainage easement (per plat), for the northwesterly corner of the herein described tract;

5) **N 67°57'39" E** for a distance of **6.01** feet to a calculated point, being in the westerly boundary line of Lot 273, same being the easterly boundary line of said Lot 272, for the northeasterly corner of the herein described tract;

6) **THENCE,** with the common boundary line of said Lot 272 and said Lot 273, **S 25°26'18" E,** for a distance of **143.67** feet the **POINT OF BEGINNING,** containing 0.023 acres, (1,003 square feet) of land, more or less.

NOTE: This description is accompanied by a 0.003 acre (140 sq. ft.) proposed 5' wide T.C.E. coincident and westerly of call 2 and a 0.013 acre (586 sq. ft.) proposed 5' wide T.C.E. coincident and westerly of call 4.

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 and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

Lawrence M. Russo 10/26/2016

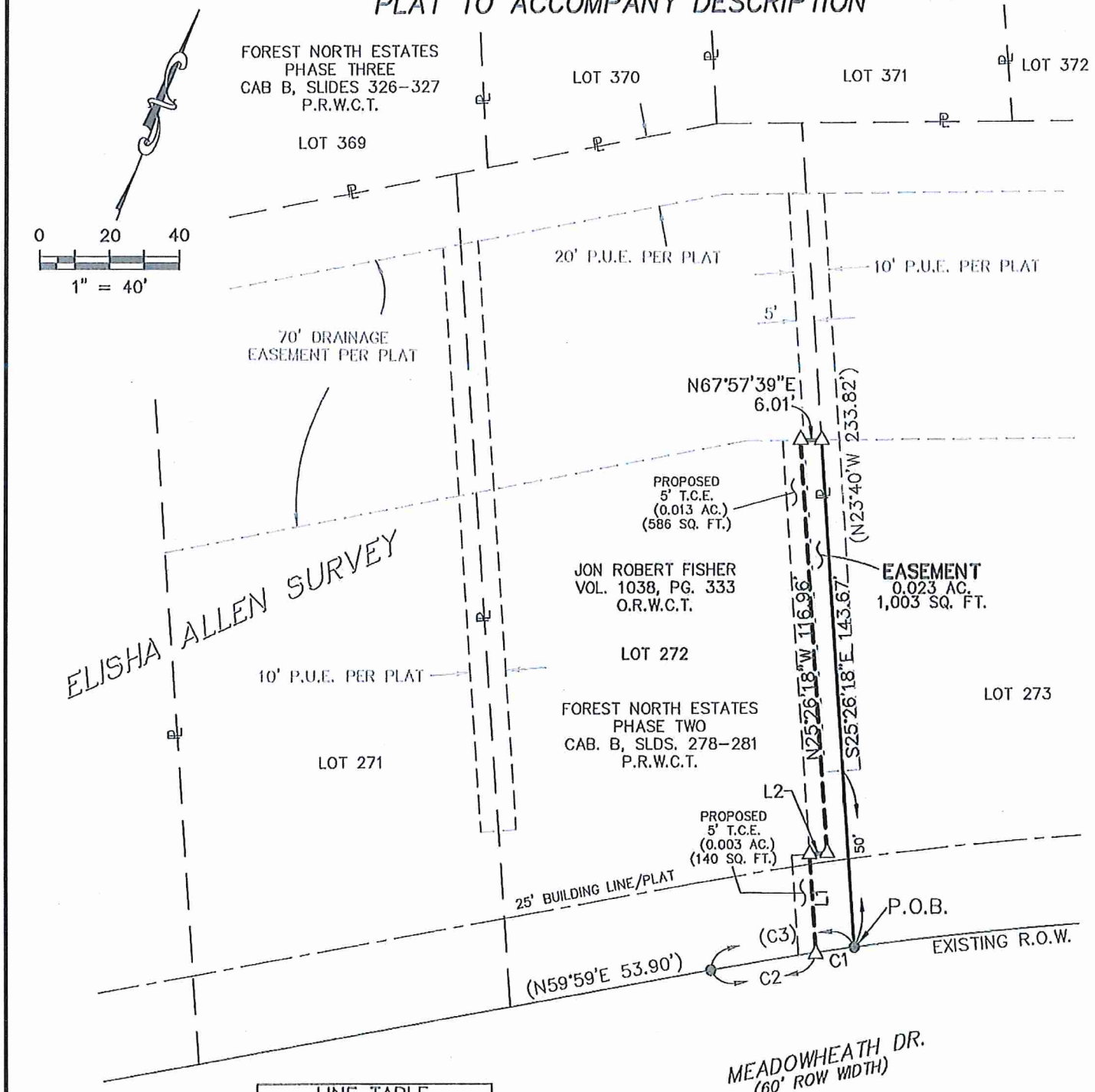
Lawrence M. Russo
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

S:/_KFRIESE/FOREST NORTH DRAINAGE/PARCELS/LOT 272/EASEMENT-FISHER-REV.Dwg



EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION




| LINE TABLE | | |
|---|---|---|
| L1 | N 25°26'18" W | 27.87' |
| L2 | N 64°33'42" E | 5.00' |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|---|---|---|---|---|---|
| C1 | 00°39'05" | 970.00' | 11.03 | 11.03' | S60°20'59"W |
| C2 | 01°48'47" | 970.00' | 30.69' | 30.69' | S59°07'03"W |
| (C3) | | (970.00') | (41.72') | (41.72') | (N61°13'E) |

REVISED 10-25-2016


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


## JON ROBERT FISHER
## EASEMENT
## 0.023 ACRES
## 1,003 SQUARE FEET



S:\ KFRIESE PROJECTS\FOREST NORTH DRAINAGE\PARCELS\LOT 272\KFRIESE-LOT 272-ESMT-REVISED.dwg

EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

| | |
|---|---|
| o | IRON ROD SET W/ ALUMINUM CAP STAMPED "COG-ROW" |
| ⊙ | 1/2" IRON PIPE FOUND |
| ◎ | IRON ROD WITH CAP FOUND |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| △ | CALCULATED POINT |
| ℙ | PROPERTY LINE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT 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.U.E. | PUBLIC UTILITY EASEMENT |
| ( ) | RECORD INFORMATION |
| Ⓦ | WATER VALVE |
| Ⓖ | GAS METER |
| ⚲ | POWER POLE |
| —OE— | OVERHEAD UTILITY |
| | DENOTES COMMON OWNERSHIP |

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

Lawrence M. Russo 10/26/2016

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

REVISED 10-25-2016

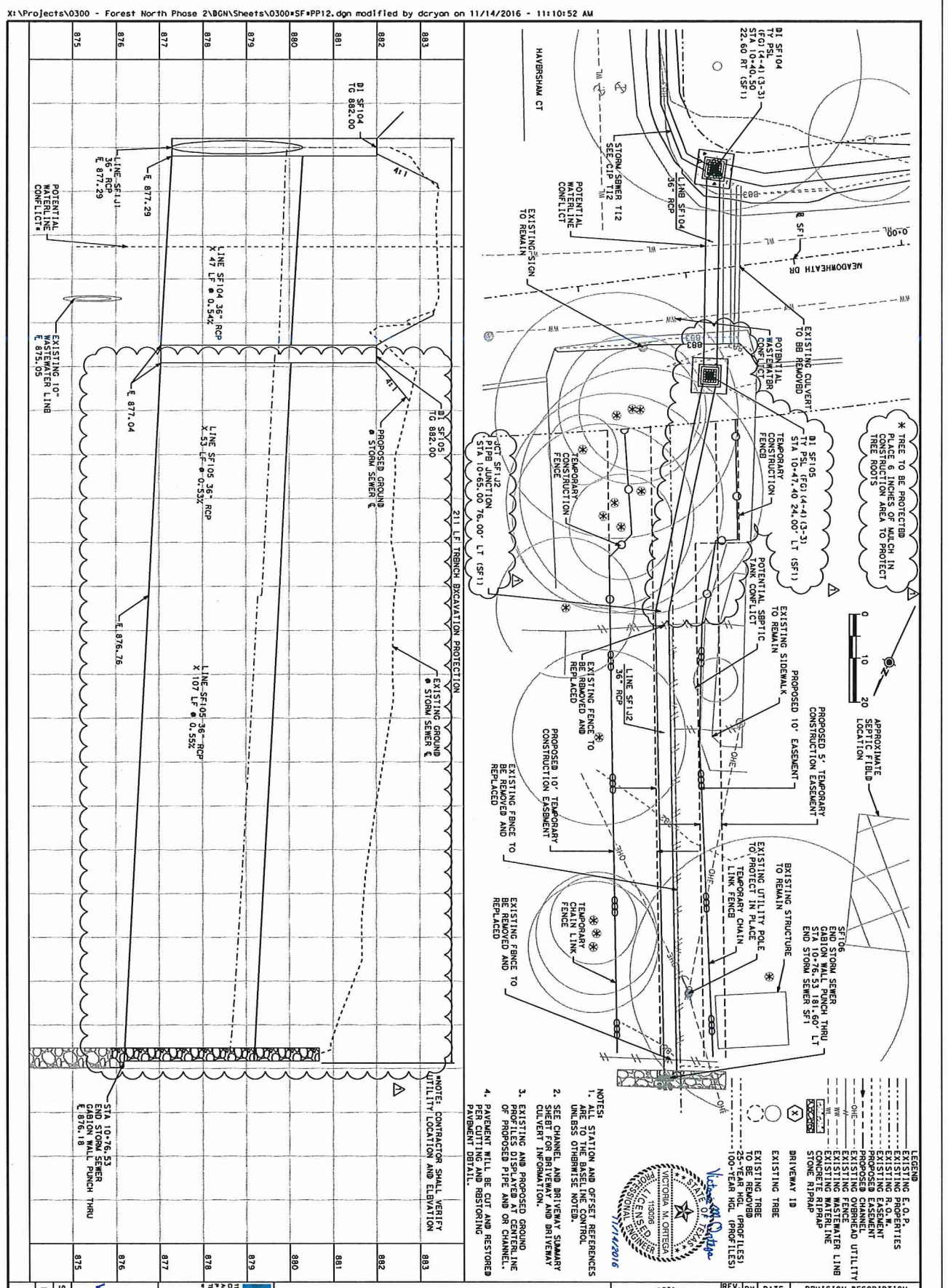
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FIRM REGISTRATION NO. 100591-00

JON ROBERT FISHER
EASEMENT
0.023 ACRES
1,003 SQUARE FEET



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# EXHIBIT B


X:\Projects\0300 - Forest North Phase 2\DGN\Sheets\0300-SF-PP12.dgn modified by dcryan on 11/14/2016 - 11:10:52 AM
HAVERSHAM CT
MEADOWHEATH DR
DI SF104
TY PSL
(FG) (4-4) (3-3)
STA 10+40.50
22.60 RT (SF1)
DI SF104
TG 882.00
STORM SEWER T12
SEE CIP T12
POTENTIAL
WATERLINE
CONFLICT
LINE SF104
36" RCP
EXISTING 36" SIGN
TO REMAIN
EXISTING CULVERT
TO BE REMOVED
POTENTIAL
WASTEWATER
CONFLICT
* TREE TO BE PROTECTED
PLACE 6 INCHES OF MULCH IN
CONSTRUCTION AREA TO PROTECT
TREE ROOTS
DI SF105
TY PSL (FG) (4-4) (3-3)
STA 10+47.40 24.00' LT (SF1)
TEMPORARY
CONSTRUCTION
FENCE
JCT SF1J2
PIPE JUNCTION
STA 10+65.00 76.00' LT (SF1)
POTENTIAL SEPTIC
TANK CONFLICT
EXISTING SIDEWALK
TO REMAIN
PROPOSED 10' EASEMENT
PROPOSED 5' TEMPORARY
CONSTRUCTION EASEMENT
APPROXIMATE
SEPTIC FIELD
LOCATION
EXISTING FENCE TO
BE REMOVED AND
REPLACED
LINE SF1J2
36" RCP
PROPOSED 10' TEMPORARY
CONSTRUCTION EASEMENT
EXISTING UTILITY POLE
TO PROTECT IN PLACE
TEMPORARY CHAIN
LINK FENCE
EXISTING STRUCTURE
TO REMAIN
SF106
END STORM SEWER
GABION WALL PUNCH THRU
STA 10+76.53 181.60' LT
END STORM SEWER SF1
LEGEND
EXISTING E.O.P.
EXISTING PROPERTIES
EXISTING R.O.W.
EXISTING EASEMENT
PROPOSED EASEMENT
EXISTING OVERHEAD UTILITY
EXISTING FENCE
EXISTING WASTEWATER LINE
EXISTING WATERLINE
CONCRETE RIPRAP
STONE RIPRAP
DRIVEWAY ID
EXISTING TREE
TREE TO BE REMOVED
25-YEAR HGL (PROFILES)
100-YEAR HGL (PROFILES)
NOTES:
1. ALL STATION AND OFFSET REFERENCES ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
2. SEE CHANNEL AND DRIVEWAY SUMMARY SHEET FOR DRIVEWAY AND DRIVEWAY CULVERT INFORMATION.
3. EXISTING AND PROPOSED GROUND PROFILES DISPLAYED AT CENTERLINE OF PROPOSED PIPE AND OR CHANNEL.
4. PAVEMENT WILL BE CUT AND RESTORED PER CUTTING AND RESTORING PAVEMENT DETAIL.
*NOTE: CONTRACTOR SHALL VERIFY UTILITY LOCATION AND ELEVATION
Victoria M. Ortega
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
VICTORIA M. ORTEGA
113096
11/14/2016
Charlotte A. Gilpin
STATE OF TEXAS
LICENSED PROFESSIONAL ENGINEER
CHARLOTTE A. GILPIN
99532
5/16/2016
REV. NO. | BY | DATE | REVISION DESCRIPTION
1 | VO | 11/14/16 | REVISE INLET SF105
K FRIESE & ASSOCIATES, INC.
1120 S. CAPITAL OF TEXAS HWY, II-100, AUSTIN, TX 78746
WILLIAMSON COUNTY
FOREST NORTH DRAINAGE IMPROVEMENTS
STILLFOREST ZONE CIP SF1
STORM SEWER SF1- STA 10+40.50 TO END
K-FRIESE + ASSOCIATES
PROFESSIONAL PROJECT MANAGEMENT
1120 S. Capital of Texas Highway
Bldg. II, Suite 100
Austin, Texas 78746
TBPE Firm #8353
T - 512.328.1724
F - 512.328.1754
www.kfriese.com
WILLIAMSON COUNTY
1848
SCALE | 1" = 20'
DATE | 6/30/2016
SHEET NO.
SF16 OF SF22
SHEET 84 OF 167

**DRAINAGE EASEMENT**
Forest North Estates

THE STATE OF TEXAS '
' KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON '

That JON ROBERT FISHER, and his successors and assigns, hereinafter referred to as Grantor (whether one or more), for and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable consideration paid to Grantor by WILLIAMSON COUNTY, TEXAS, its agents and assigns, hereinafter referred to as Grantee, receipt of which consideration is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these premises does hereby GRANT, SELL and CONVEY unto Grantee a perpetual easement interest in, on, over, upon, above and across the following property ("Property"):

> All of that certain 0.023 acre (1,003 square foot), tract of land situated in the Elisha Allen Survey, Williamson County, Texas, being a portion of Lot 272, of Forest North Estates Phase Two, a subdivision according to the plat thereof recorded in Cabinet B, Slide 278-281 of the plat records of Williamson County, Texas, and being conveyed to Jon Robert Fisher by instrument recorded in Volume 1038, Page 333 of the Official Records of Williamson County, Texas, Said 0.023 acre (1,003 square foot) tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

The perpetual easement, rights and privileges herein granted shall be used for the purposes of opening, constructing and maintaining a permanent drainage way and/or channel, along with any structures, pipes and grading which may be necessary to facilitate the proper drainage of the adjacent property and roadway facilities, in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which Grantee deems necessary.

The perpetual easement, right-of-way, rights and privileges herein granted shall also encompass the right of Grantee to trim, cut, fell and remove therefrom all trees, underbrush, vegetation, and obstructions, structures or obstacles within the limits of the Property, but only such as necessary to carry out the purposes of the easement; reserving to the landowners and their heirs and assigns, however, all such rights and privileges as may be used without interfering with or abridging the rights and purposes of the Easement herein acquired by Grantee.

To the extent allowed by law, Grantee shall indemnify Grantor against any loss and damage which shall be caused by the exercise of the rights of ingress and egress or by any wrongful or negligent act or omission of Grantee's agents or employees in the course of their employment. Grantee shall be responsible for the correction of, or compensation for, any damage to Grantor's property which is the result of actions outside the granted purposes of this easement.

TO HAVE AND TO HOLD the same, in perpetuity, in and to Grantee, and its successors and assigns, together with all and singular all usual and customary rights thereto in anywise belonging, and together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of constructing or maintaining said drainage way and for making connections therewith.

And Grantor does hereby bind his heirs, executors, administrators and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto Williamson County, Texas, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This grant is subject to any 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. The perpetual easement, right-of-way, rights and privileges granted herein are non-exclusive, however Grantor covenants not to convey any other easement or conflicting rights within the premises covered by this grant that interfere with the purpose or function of any improvements or modifications placed thereon, or the maintenance of the surface of the Property for the conveyance of stormwater drainage, without the express written consent of Grantee, which consent shall not be unreasonably withheld.

EXECUTED on this the 9th day of March, ~~2016~~ 2017.

*(signature on following page)*

**GRANTOR:**

Jon Robert Fisher

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 9th day of March, ~~2016~~ 2017 by Jon Robert Fisher, in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

After recording return to:
Sheets & Crossfield, P.C.
309 E. Main St.
Round Rock, Texas 78664

BRIAN KNOWLES
Notary Public, State of Texas
Comm. Expires 05-27-2020
Notary ID 130680798

County: Williamson
Parcel: Jon Robert Fisher
Project: Forest North Drainage

EXHIBIT A

PROPERTY DESCRIPTION

DESCRIPTION OF A 0.023 ACRE (1,003 SQUARE FOOT), TRACT OF LAND SITUATED IN THE ELISHA ALLEN SURVEY, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 272, OF FOREST NORTH ESTATES PHASE TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET B, SLIDE 278-281 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING CONVEYED TO JON ROBERT FISHER BY INSTRUMENT RECORDED IN VOLUME 1038, PAGE 333 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.023 ACRE (1,003 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2" iron rod found, being in the curving existing northerly right-of-way line of Meadowheath Drive (60' right-of-way width) being the southwesterly corner of Lot 273 of said Forest North Estates, same being the southeasterly corner of said Lot 272, for the southeasterly corner of the herein described tract;

1) **THENCE,** departing the westerly boundary line of said Lot 273, with said northerly right-of-way line, same being the southerly boundary line of said Lot 272, along a curve to the left having a delta angle of **00°39'05"**, a radius of **970.00** feet, an arc length of **11.03** feet and a chord which bears **S 60°20'59" W** for a distance of **11.03** feet to the calculated southwesterly corner of the herein described tract, and from which a 1/2 iron rod found for a point of tangency bears along said curve to the left having a delta angle of 01°48'47", a radius of 970.00 feet, an arc length of 30.69 feet and a chord which bears S 59°07'03" W, at a distance of 30.69 feet;

**THENCE,** departing said northerly right-of-way line, through the interior of said Lot 272, the following four (4) courses:

2) **N 25°26'18" W,** for a distance of **27.87** feet to a calculated ell corner;

3) **N 64°33'42" E** for a distance of **5.00** feet to a calculated ell corner;

4) **N 25°26'18" W,** for a distance of **116.96** feet to a calculated point in the southerly line of a 70' wide drainage easement (per plat), for the northwesterly corner of the herein described tract;

5) **N 67°57'39" E** for a distance of **6.01** feet to a calculated point, being in the westerly boundary line of Lot 273, same being the easterly boundary line of said Lot 272, for the northeasterly corner of the herein described tract;

6) **THENCE,** with the common boundary line of said Lot 272 and said Lot 273, **S 25°26'18" E,** for a distance of **143.67** feet the **POINT OF BEGINNING,** containing 0.023 acres, (1,003 square feet) of land, more or less.

NOTE: This description is accompanied by a 0.003 acre (140 sq. ft.) proposed 5' wide T.C.E. coincident and westerly of call 2 and a 0.013 acre (586 sq. ft.) proposed 5' wide T.C.E. coincident and westerly of call 4.

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 and that the property described herein was determined by a survey made on the ground under my direct supervision.

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

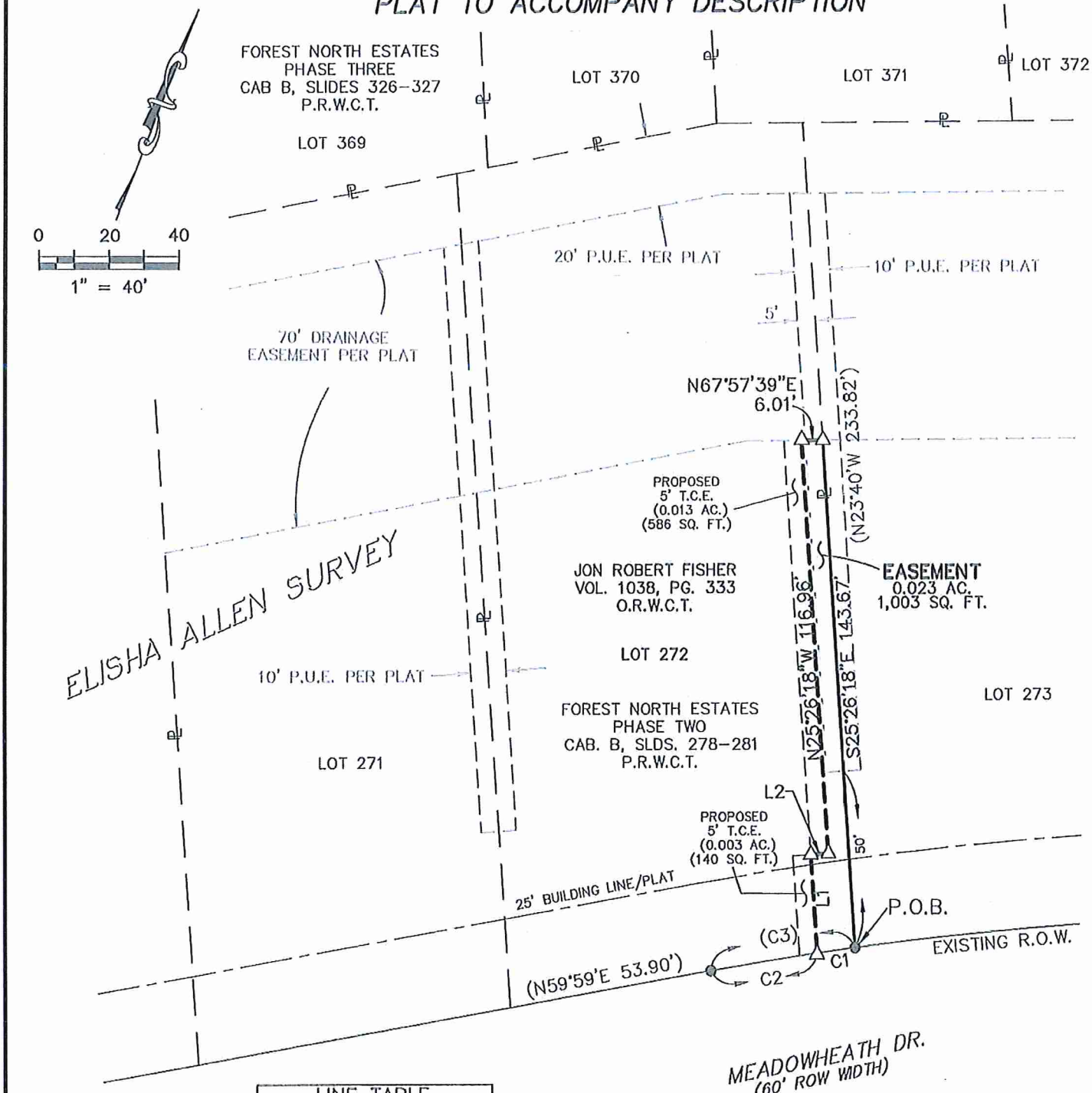
Lawrence M. Russo 10/26/2016
Lawrence M. Russo Date
Registered Professional Land Surveyor No. 5050
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

S:/_KFRIESE/FOREST NORTH DRAINAGE/PARCELS/LOT 272/EASEMENT-FISHER-REV.Dwg



EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION




| LINE TABLE | | |
|---|---|---|
| L1 | N 25°26'18" W | 27.87' |
| L2 | N 64°33'42" E | 5.00' |

| NUMBER | DELTA | RADIUS | LENGTH | CHORD LENGTH | CHORD DIRECTION |
|---|---|---|---|---|---|
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| C2 | 01°48'47" | 970.00' | 30.69' | 30.69' | S59°07'03"W |
| (C3) | | (970.00') | (41.72') | (41.72') | (N61°13'E) |

REVISED 10-25-2016


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


## JON ROBERT FISHER
## EASEMENT
## 0.023 ACRES
## 1,003 SQUARE FEET



S:\ KFRIESE PROJECTS\FOREST NORTH DRAINAGE\PARCELS\LOT 272\KFRIESE-LOT 272-ESMT-REVISED.dwg

EXHIBIT A

# PLAT TO ACCOMPANY DESCRIPTION

## LEGEND

| | |
|---|---|
| o | IRON ROD SET W/ ALUMINUM CAP STAMPED "COG-ROW" |
| ⊙ | 1/2" IRON PIPE FOUND |
| ◎ | IRON ROD WITH CAP FOUND |
| ● | 1/2" IRON ROD FOUND UNLESS NOTED |
| △ | CALCULATED POINT |
| ℙ | PROPERTY LINE |
| D.R.W.C.T. | DEED RECORDS WILLIAMSON COUNTY, TEXAS |
| P.R.W.C.T. | PLAT 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.U.E. | PUBLIC UTILITY EASEMENT |
| ( ) | RECORD INFORMATION |
| Ⓦ | WATER VALVE |
| Ⓖ | GAS METER |
| | POWER POLE |
| —OE— | OVERHEAD UTILITY |
| | DENOTES COMMON OWNERSHIP |

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.

2) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

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

Lawrence M. Russo 10/26/2016

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

STATE OF TEXAS
REGISTERED
LAWRENCE M. RUSSO
5050
PROFESSIONAL
LAND SURVEYOR

REVISED 10-25-2016

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
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0.023 ACRES
1,003 SQUARE FEET



S:\ KFRIESE PROJECTS\FOREST NORTH DRAINAGE\PARCELS\LOT 272\KFRIESE-LOT 272-ESMT-REVISED.dwg

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Jon R. Fisher

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.)
9308 Meadowheath DN

Requester's name and address (optional)

6 City, state, and ZIP code
Austin, Tx 78729

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Social security number**
465 - 02 - 4845

**or**

**Employer identification number**
__ - _____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person** ▶ Jon R. Fisher **Date** ▶ 3-9-2017

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

## Line 6

Enter your city, state, and ZIP code.

# Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity[4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Commissioners Court - Regular Session** **49.**

**Meeting Date:** 03/21/2017

CR 111 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 Andrew L. Anthony and Maedelle T. Anthony for right of way needed on CR 111. (Parcel 25)

**Background**

## Fiscal Impact

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

## Attachments

Anthony Contract

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:12 AM |
| Final Approval Date: 03/16/2017 | | |

**REAL ESTATE CONTRACT**
CR 111 Right of Way—Parcel 25

THIS REAL ESTATE CONTRACT ("Contract") is made by ANDREW L. ANTHONY and MAEDELLE T. ANTHONY (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 0.026 acre (1,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25**)

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 and Additional Compensation

2.01. The Purchase Price for the Property interests described in Exhibit "A" shall be the sum of ONE THOUSAND FIVE HUNDRED NINETY THREE and 00/100 Dollars ($1,593.00).

2.1.1. As Additional Compensation for any improvements on the Property, and any damage to and/or cost to cure for the remaining property of Seller, Purchaser shall pay the sum of TWO THOUSAND ONE HUNDRED TWENTY SIX and 00/100 Dollars ($2,126.00).

Payment of Purchase Price

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

Option to Purchase Waterline Easement

2.03. As an agreement and obligation which shall survive the Closing of this transaction, Purchaser shall have the additional option (the "Option") to purchase a waterline easement interest in and across the following Property of Seller:

> All of that certain 0.050 acre (2,188 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B", attached hereto and incorporated herein (**Parcel 25-WE**)

for the consideration and terms as set forth in this section, and in the remainder of this Contract.

2.04. The Purchase Price for the Easement described herein shall be THREE THOUSAND SIXTY THREE and no/100 Dollars ($3,063.00).

2.05. The Option to purchase this easement shall continue until the expiration of two (2) years after the Effective Date of this Contract (the "Option Period"). Purchaser shall have the right to extend the Option Period for an additional two year period by providing written notice to Seller, and if such extension is exercised the Purchase Price for the easement shall be increased by 10%.

2.06. The parties shall record a Memorandum of Option at the Closing of the fee simple Property transaction contemplated in Article I above. The form of the Memorandum of Option shall be as shown in Exhibit "C" attached hereto and incorporated herein. The Option shall be a covenant running with the land, and shall bind Seller's heirs, agents, successors and assigns.

2.06. The Closing for completion of any Easement purchase transaction under this section shall take place within 30 days after Buyer's notice in writing to Seller of its intent to exercise the Option identified herein.

2.07. The form of the Easement to be granted under this section shall be as shown in Exhibit "D" attached hereto and incorporated herein, or as otherwise agreed to between the parties.

## 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 Georgetown Title Company on or before April 15, 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 "E" 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 pages follow]*

**SELLER:**

Andrew L. Anthony

Address: 101 JACOBS WAY
HUTTO, TX 78634

Date: 03-03-17

Maedelle T. Anthony

Address: 101 Jacobs Way
Hutto, Texas 78634

Date: 03-03-17 ma.

**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:** 25
**Highway:** County Road 111 (Westinghouse Road)

## PROPERTY DESCRIPTION FOR PARCEL 25

BEING 0.026 of an acre (1,138 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 1, Block A, of Valley Vista, a subdivision of record in Cabinet P, Slide 18, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

**BEGINNING** at an iron pin found (Surface Coordinates determined as N=10195271.85, E=3151402.24) on the north line of County Road No. 105 marking the Southwest corner of the above-referenced Lot 1, being the Southeast corner of that certain Tract 1, called 67.07 acres, as conveyed to Ernest W. Kimbro by deed recorded as Document No. 2007004401 of the Official Public Records of Williamson County, Texas, for the Southwest corner hereof from which a ½-inch iron pipe found along the East line of the above referenced 67.07 acre Ernest W. Kimbro tract bears N 21°15'15" W, 216.30 feet;

**THENCE**, along the west line of the said Lot 1, being the east line of the said 67.07 acre Kimbro Tract 1, N 21°15'15" W, 21.58 feet to an iron pin set 81.43 feet left of Engineers Centerline Station 152+89.11 for the Northwest corner hereof;

**THENCE**, N 80°18'45" E, 107.66 feet to an iron pin set 67.47 feet left of Engineers Centerline Station 154+00.00 on the said north line of County Road No. 105, being the south line of said Lot 1, for the most easterly corner hereof;

**THENCE**, along the said north line of County Road No. 105, S 68°45'00" W, 105.47 feet to the Place of **BEGINNING** and containing 0.026 of an acre of land.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.




_____ Patrick J. Stevens

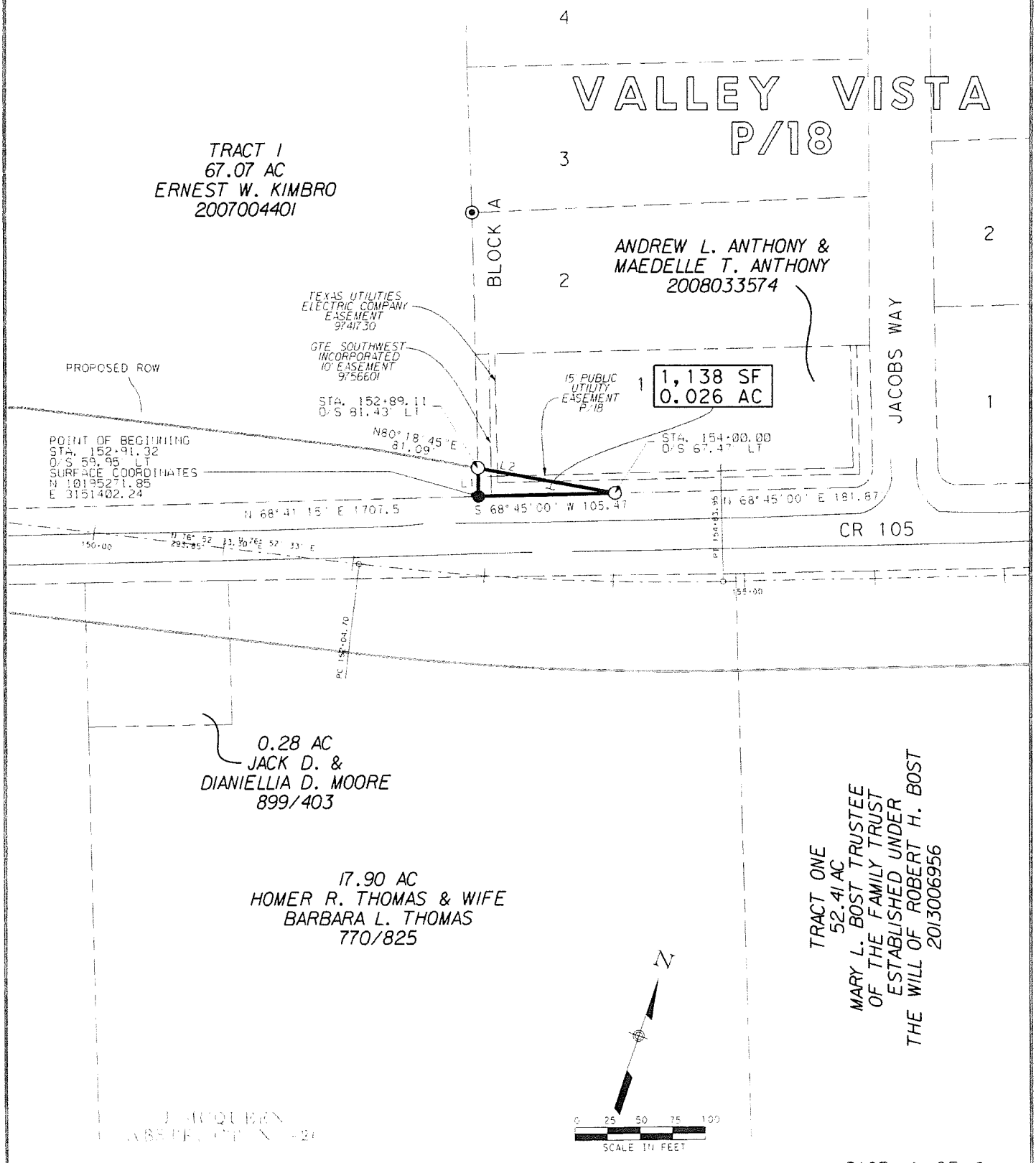
Registered Professional Land Surveyor, No. 5784

State of Texas

Project No. 22009-25

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 25.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.3412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MADELLE T. ANTHONY

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 25 | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

# LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

| CODE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 21°15'15" W | 21.58' |
| L2 | N 80°18'45" E | 107.66' |

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY., VOL. 299, PG. 515
2. JONAH WATER SUPPLY CORP., VOL. 563, PG. 513

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 DIRECTION AND SUPERVISION.

12-15-16

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
PATRICK J. STEVENS
5784
PROFESSIONAL
LAND SURVEYOR



STEGER BIZZELL
1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
512.930.9412 STEGERBIZZELL.COM
>>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MADELLE T. ANTHONY

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 25 | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

**EXHIBIT B**

**County:** Williamson
**Parcel:** 25E
**Highway:** County Road 111 (Westinghouse Road)

## PROPERTY DESCRIPTION FOR PARCEL 25E

BEING 0.050 of an acre (2,188 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, said land being a portion of Lot 1, Block A, of Valley Vista, a subdivision of record in Cabinet P, Slide 18, of the Plat Records of Williamson County, Texas. Surveyed on the ground in the month of June, 2015, under the supervision of Patrick J. Stevens, Registered Professional Land Surveyor, and being more particularly described as follows;

**COMMENCING** at an iron pin found (Surface Coordinates determined as N=10195271.85, E=3151402.24) on the north line of County Road No. 105, 59.95 feet left of Engineer's Centerline Station 152+91.32, marking the Southwest corner of the above-referenced Lot 1, being the Southeast corner of that certain Tract 1, called 67.07 acres, as conveyed to Ernest W. Kimbro by deed recorded as Document No. 2007004401 of the Official Public Records of Williamson County, Texas, from which a ½-inch iron pipe found along the East line of the above referenced 67.07 acre Ernest W. Kimbro tract bears N 21°15'15" W, 216.30 feet;

**THENCE**, departing said north line of County Road No. 105, along the west line of the said Lot 1, being the east line of the said 67.07 acre Kimbro Tract 1, N 21°15'15" W, 21.58 feet to an iron pin set in the proposed north right-of-way line of County Road No. 105, 81.43 feet left of Engineer's Centerline Station 152+89.11 for a northwest corner and **POINT OF BEGINNING** (Surface Coordinates determined as N=10195291.97, E=3151394.41) of the herein described tract;

**THENCE**, departing said proposed north right-of-way line of County Road No. 105, and continuing over and across the above-referenced Lot 1, the following four (4) courses:

1. N 21°15'15" W, a distance of 15.31 feet to a point on the west line of the said Lot 1, for the most northerly northwest corner of the herein described tract;
2. N 80°18'45" E, a distance of 184.04 feet to a point on the north right-of-way line of County Road No. 105, also being on the south line of said Lot 1, for the most easterly corner hereof;
3. S 68°45'00" W, a distance of 74.83 feet along the said south line of Lot 1 to an iron pin set in the proposed north right-of-way line of County Road No. 105, for the most southerly corner hereof;

4. S 80°18'45" W, a distance of 107.66 feet to the **POINT OF BEGINNING** and containing 0.050 of an acre (2,188 Square Feet) of land, more or less.

Note: Basis of Bearing GPS Observation Texas Central State Plane

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground under my supervision of the property legally described herein and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the _____ day of _____, 2017, A.D.

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

_____ Patrick J. Stevens

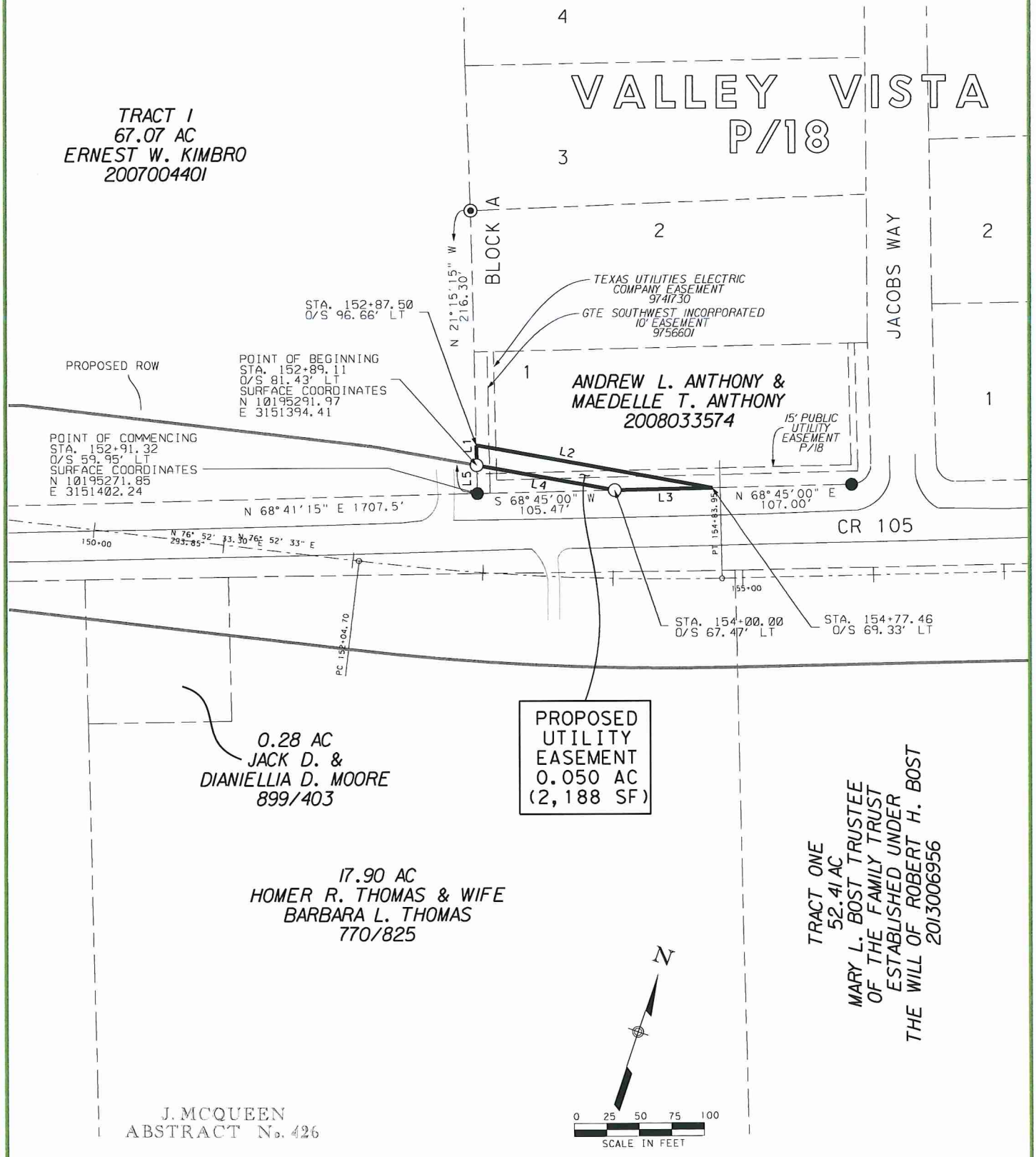
Registered Professional Land Surveyor, No. 5784

State of Texas

Project No. 22009-25E

P:\22000-22999\22009 Wilco CR111 Route Study\Parcel Descriptions\Legal Description for Parcel 25E.docx

PLAT TO ACCOMPANY PARCEL DESCRIPTION






STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MAEDELLE T. ANTHONY

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 25E | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

PLAT TO ACCOMPANY PARCEL DESCRIPTION

# LEGEND

- ■ TYPE I CONCRETE MONUMENT FOUND
- ◘ TYPE II MONUMENT FOUND
- ◉ 1/2" IRON PIPE FOUND UNLESS NOTED
- ○ 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- ● 1/2" IRON ROD FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ℄ CENTER LINE
- ( ) RECORD INFORMATION
- P.O.R. POINT OF REFERENCE
- P.O.B. POINT OF BEGINNING
- —/\— LINE BREAK

| CODE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 21°15'15" W | 15.31' |
| L2 | N 80°18'45" E | 184.04' |
| L3 | S 68°45'00" W | 74.83' |
| L4 | S 80°18'45" W | 107.66' |
| L5 | N 21°15'15" W | 21.58 |

NOTES:
ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):
1. TEXAS POWER & LIGHT COMPANY., VOL. 299, PG. 515
2. JONAH WATER SUPPLY CORP., VOL. 563, PG. 513

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 SUPERVISION.

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

PATRICK J. STEVENS
REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
STATE OF TEXAS



STEGER BIZZELL
ADDRESS 1978 S. AUSTIN AVENUE GEORGETOWN, TX 78626
METRO 512.930.9412 WEB STEGERBIZZELL.COM
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
ANDREW L. ANTHONY AND MAEDELLE T. ANTHONY

| SCALE: | PARCEL: | PROJECT: | COUNTY: |
|---|---|---|---|
| 1"=100' | 25E | CR 111 | WILLIAMSON |

WILLIAMSON COUNTY
1848

# EXHIBIT "C"

## MEMORANDUM OF WATERLINE EASEMENT OPTION CONTRACT

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

This Memorandum of Option Contract (this "**Memorandum**") is made and entered into by and between ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("**Optionor**"), and WILLIAMSON COUNTY, TEXAS referred to in this Option Contract as **"County"**.

1. The parties do hereby give notice that an Option Contract effective _____, 2017 (the "**Option**") has been entered into between the parties, pursuant to which Optionor has granted to the County an option and right to purchase a waterline easement interest in and across the hereinafter described Property at a price to be determined and on terms and conditions as set forth therein.

2. The property covered by the Option is that certain tract of land containing 0.050 acre of land, more or less, located in Williamson County, Texas, as more particularly described on **Exhibit A (Parcel 25-WE)** attached hereto and made a part hereof (the "**Property**").

3. The initial term of the Option expires at 5:00 p.m., _____, and upon certain conditions may be extended by County for an additional period two (2) years if necessary.

4. The parties agree that in the event of the expiration or earlier termination of the Option in accordance with its terms, the County shall have no right, title or interest in and to the Property. The parties expressly confirm and acknowledge that upon the expiration or earlier termination of the Option, the County has agreed to properly execute, acknowledge and deliver to Optionor within thirty (30) days of a request therefor, a release, quitclaim deed or any other document required by Optionor or a title insurance company to verify the termination of the Option. If the County shall fail to execute and deliver such release, quitclaim or other document to verify the termination of the Option within thirty (30) days after the request therefor, Optionor shall be entitled to execute and cause to be recorded an Affidavit confirming the termination of the Option, which Affidavit shall be conclusive evidence of the termination of the Option.

5. This Memorandum does not alter, amend or modify the Option, but is executed solely for the purpose of giving notice of the existence of the Option and the terms and conditions therein, which Option is incorporated herein by reference for all purposes to the same extent and with the same effect as if set forth herein in full.

EXECUTED by the parties on the date of their respective acknowledgements below to be effective the date of the last of such acknowledgements.

OPTIONORS:

Andrew L. Anthony

Andrew L. Anthony

Date: 03-03-17

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This Instrument was acknowledged before me on March 3, 2017, by Andrew L. Anthony, in the capacity and for the purposes and consideration recited herein.

[*signature*]
Notary Public

[*notarial seal*]

My Commission Expires
10-5-2019 [*date*]

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

OPTIONORS:

Maedelle T. Anthony

Maedelle T. Anthony

Date: 03-03-17

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Williamson

This Instrument was acknowledged before me on March 3, 2017, by Maedelle T. Anthony, in the capacity and for the purposes and consideration recited herein.

[*signature*]
Notary Public
My Commission Expires
10-5-2019 [*date*]

[*notarial seal*]

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

COUNTY:

WILLIAMSON COUNTY, TEXAS

_____
By: Dan A. Gattis
Title: County Judge

Date:_____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This Instrument was acknowledged before me on _____ 2017, by Williamson County Judge Dan A. Gattis, in the capacity and for the purposes and consideration recited herein.

_____ [*signature*]
Notary Public
[*notarial seal*] My Commission Expires
_____ [*date*]

**AFTER RECORDING, PLEASE RETURN TO:**

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

# EXHIBIT "D"

**WATERLINE EASEMENT**
County Road 111—Parcel 25

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

**GRANT OF EASEMENT:**

ANDREW L. ANTHONY and MAEDELLE T. ANTHONY ("Grantor", whether one or more), for the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto JONAH WATER SPECIAL UTILITY DISTRICT, whose address is 4050 FM 1660, Hutto, Texas 78634, ("Grantee"), an easement and right-of-way ("Easement") upon and across approximately 0.050 acre (**Parcel 25—WE**), being the property of Grantor which is more particularly described on the sketch which accompanies the metes and bounds in Exhibit "A" attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (the "Easement Tract").

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**CHARACTER OF EASEMENT:**

The Easement is an easement in gross.

**PURPOSE OF EASEMENT:**

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of water distribution and transmission lines and related facilities and appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

Additionally, Grantor hereby grants and conveys to Grantee a non-exclusive right of ingress and egress over Grantor's adjacent lands for the purpose of which this Easement is granted. However, such right shall only be exercised and allowed if access to the Easement Tract is not otherwise available from a public right of way.

**DURATION OF EASEMENT:**

The Easement shall be perpetual.

**EXCLUSIVENESS OF EASEMENT:**

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld. Grantee has the right to trim and cut down trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right.

**DAMAGES:**

The consideration given for this Easement constitutes payment in full for all damage sustained by Grantor by reason of the installation of the improvements referred to herein.

**ENCUMBRANCES AND LIENS**:

Grantor warrants that no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that the Easement Tract is free and clear of all encumbrances and liens except the following: _____

**WATER SERVICE:**

Grantee and Grantor hereby acknowledge and agree that, effective immediately upon execution of this Easement, Grantee will be deemed to be providing and will be obligated to provide Grantor water service to Grantor's property across which the Easement is located. Grantor acknowledges and agrees that Grantor's ability to receive water from Grantee is subject to payment of all fees and charges due to Grantee under its tariff for such service.

**ENTIRE AGREEMENT:**

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

**BINDING EFFECT:**

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors and assigns.

**ASSIGNABILITY:**

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this 3 day of March, 2017.

GRANTOR:

Andrew L. Anthony

Andrew L. Anthony

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 3 day of March, 2017, by Andrew L. Anthony, in the capacity and for the purposes and consideration recited herein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas
Printed Name: Charles Daniel Jackson
My Commission Expires: 10-5-2019

GRANTOR:

Maedelle T. Anthony

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument is acknowledged before me on the 3 day of March, 2017, by Maedelle T. Anthony, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas
Printed Name: Charles Daniel Jackson
My Commission Expires: 10-5-2019

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

# EXHIBIT "E"

Parcel 25

**DEED**

County Road 111/Westinghouse 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 BY THESE PRESENTS:**

That ANDREW L. ANTHONY and MAEDELLE T. ANTHONY, 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 0.026 acre (1,138 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 25**)

**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 111/Westinghouse Road, 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 3 day of March, 2017.

*[signature page follows]*

**GRANTOR:**

Andrew L. Anthony

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 3 day of March, 2017 by Andrew L. Anthony, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

**GRANTOR:**

Maedelle T. Anthony

**ACKNOWLEDGMENT**

STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this the 3 day of March, 2017 by Madelle T. Anthony, in the capacity and for the purposes and consideration recited therein.

CHARLES DANIEL JACKSON
Notary Public, State of Texas
Comm. Expires 10-05-2019
Notary ID 4707703

Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

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

**GRANTEE'S MAILING ADDRESS:**

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

**AFTER RECORDING RETURN TO:**

**Commissioners Court - Regular Session** **50.**

**Meeting Date:** 03/21/2017

Expo Center Change Fund

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

**Department:** Parks

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on establishing a change fund for Williamson County Expo Center.

### Background

In consultation with Internal Audit, a change fund of $600.00 is requested to establish a change fund for cash drawers.

## 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 | 03/10/2017 08:37 AM |
| Form Started By: Randy Bell | | Started On: 03/09/2017 03:07 PM |
| Final Approval Date: 03/10/2017 | | |

**Commissioners Court - Regular Session** **51.**

**Meeting Date:** 03/21/2017

Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Robert Chody **Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Sundance Ranch HOA (Liberty Hill subdivision)

### Background

This agreement gives permission for Liberty Hill Sundance Ranch to contract County Deputies in a private capacity.

## Fiscal Impact

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

## Attachments

Liberty Hill Sundance Ranch

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/06/2017 08:55 AM |
| Form Started By: Starla Hall | | Started On: 03/03/2017 07:56 AM |
| Final Approval Date: 03/06/2017 | | |

| | | |
|---|---|---|
| **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 February 13, 20 17 and shall terminate on September 30, 20 17. 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.

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[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: Liberty Hill Sundance Ranch POA

Signature: Sara Leachman

Printed Name: Sara Leachman

Title: President

Date: February 13, 2017

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: R- C

Date: 3-2-17, 2017

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** **52.**

**Meeting Date:** 03/21/2017

Vehicle Reimbursement Agreement for County Sheriff

**Submitted For:** Robert Chody **Submitted By:** Starla Hall, Sheriff

**Department:** Sheriff

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Celebration Church (Traffic control and security during various church services)

### Background

This agreement gives permission for Celebration Church to contract County Deputies in a private capacity.

## Fiscal Impact

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

## Attachments

Celebration Church

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 02:53 PM |
| Form Started By: Starla Hall | | Started On: 03/15/2017 01:53 PM |
| Final Approval Date: 03/15/2017 | | |

| | | |
|---|---|---|
| **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 January 1st, 2017 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: Celebration Church

Signature: Sheryle Knorre

Printed Name: Sheryle Knorre

Title: Executive Director

Date: 2/20, 2017

**WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:**

Name of Office: Sheriff

Printed Name of Official: Robert Chody

Signature of Official: R Ch

Date: 3-9, 2017

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** **53.**

**Meeting Date:** 03/21/2017

WCEMS - Texas State University Clinical Training Affiliation 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 on approving an affiliation interlocal agreement between Williamson County EMS and Texas State University.

**Background**

This is a new affiliation agreement with Texas State University College of Health Professions to allow ride outs with the Community Health Paramedic Program staff for Texas State University nursing students. This has been reviewed and approved by Williamson County legal counsel.

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**Fiscal Impact**

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

**Attachments**

WCEMS.TXST Affiliation Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Hal Hawes | Hal Hawes | 03/07/2017 08:52 AM |
| County Judge Exec Asst. | Wendy Coco | 03/07/2017 02:59 PM |
| Form Started By: Michael Knipstein | | Started On: 03/06/2017 08:03 AM |
| Final Approval Date: 03/07/2017 | | |

**COMMUNITY HEALTH EDUCATION AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL PRECEPTOR PROGRAM BETWEEN WILLIAMSON COUNTY EMERGENCY MEDICAL SERVICES AND TEXAS STATE UNIVERSITY**

This Agreement is between Williamson County Emergency Medical Services (hereinafter referred to as "COUNTY") and the Texas State University, on behalf of The School of Nursing (hereinafter referred to as "TXST").

RECITALS:

TXST provides courses of study in community health to students enrolled in its nursing program of study.

TXST desires program components that will provide to the students clinical experience as part of their educational instruction.

COUNTY, through its Emergency Medical Services Department Community Health Paramedicine Program has facilities that can provide a clinical setting for educational instruction and is willing to make available the use of its facilities to TXST for its Nursing program of study.

COUNTY and TXST desire to enter into this Educational Affiliation Agreement in accordance with the terms stated below:

TERMS:

RESPONSIBILITIES OF TXST

1. TXST shall be responsible for the selection of students and their supervised instruction and grading. Students shall have satisfactorily completed curriculum prerequisites for participation in the internships or rotations.

2. TXST instructors shall possess current and appropriate professional credentials or certifications and TXST shall be responsible for the coordination and implementation of the program of study.

3. Services rendered by TXST instructors and students shall be without charge to COUNTY. TXST instructors and students shall not be responsible for the quality of patient or client care.

4. Neither TXST instructors nor students shall be deemed to be COUNTY employees, nor shall they be entitled to any COUNTY benefits, compensation or workers compensation benefits.

5. TXST shall annually provide COUNTY with anticipated enrollments for courses intending to provide clinical internships or experience through this Agreement. The number of students and the schedule of use of COUNTY's facilities shall be subject mutual approval on a semester basis.

6. TXST shall provide COUNTY with a list of students authorized to participate in the clinical instruction facilitated under this Agreement. TXST shall promptly inform COUNTY in writing of any student withdrawing from the course or otherwise unqualified to continue the internship or clinical experience made available under this Agreement.

7. TXST shall require all instructors and students to abide by all applicable policies, regulations and laws governing the facility or its work environment. TXST shall withdraw authorization for participation under this Agreement for any instructor or student found to have committed a violation of applicable policies, regulations or laws, or determined by COUNTY to be unqualified to continue in the program.

8. During the term of this Agreement, TXST shall maintain a professional liability insurance policy with a limit of liability of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate that covers the activities of TXST'S students, employees and faculty under this Agreement. TXST shall ensure that each current student, employee and faculty member under this agreement is individually insured under such policy in the above-stated amounts, and shall provide COUNTY with a proof of such insurance coverage each year, and at other times upon request. TXST agrees to require each student to be covered by or to carry accident insurance for injury while enrolled in the program, and to ensure that each employee or faculty member is covered by worker's compensation insurance while participating in the program. No student or faculty member shall be permitted to participate in the program until such insurance coverage has been verified to the satisfaction of COUNTY.

9. TXST and COUNTY agrees to secure a their own release of liability form from each student and faculty member who will participate in the program ~~in a form acceptable to COUNTY~~.

RESPONSIBILITIES OF COUNTY

10. COUNTY shall, on a space available basis, the use of designated facilities to provide a clinical education to participating students. COUNTY agrees to provide evaluations for student course-work done on forms provided by TXST.

11. COUNTY shall provide an orientation session to inform students and TXST staff about the rules, regulations, policies and procedures of the facilities.

12. COUNTY agrees to provide, on a space-available basis, the use of conference rooms, classrooms, lounges and lockers to the instructors and the students.

13. COUNTY shall notify TXST of any change of any accreditation or status concerning a facility and affecting internship or course requirements for clinical experience at an TXST credited facility. Representatives of TXST crediting agency for TXST shall be permitted to conduct inspections for purposes relating to TXST'S accreditation.

14. COUNTY shall cooperate with TXST in matters relating to academic performance and student conduct relating to course work performed under this Agreement.

15. Unless prohibited or restricted by law, COUNTY shall timely notify an instructor or student of any instance in which a facility employee has been exposed to blood-borne or airborne pathogens and the student or instructor may have been exposed in the same instance. Notification shall be provided in a time frame sufficient to allow the student or faculty member to seek appropriate treatment for potential exposure.

16. COUNTY shall obtain and maintain all licenses required for its participating facilities and shall assure that COUNTY personnel are appropriately licensed.

17. In the event emergency care is required for an TXST student or faculty member, it shall be provided in the same manner that emergency care is provided to COUNTY employees and the general public. Emergency care provided by COUNTY shall be at the expense of the student or faculty member.

MUTUAL RESPONSIBILITIES

18. The Parties agree to designate a liaison for each program to do the following:

A Meet annually, or more often as needed, to schedule use of the facilities;

B. Meet on a per semester basis to set the number of students allowed to participate;

C. Design and approve curriculum assignments as they *affect* the operation of the facility and as affected by TXST crediting standards;

D. Meet to review protocols, policies and rules and regulations concerning the operation of the facility and its use under this Agreement;

E. Meet annually to evaluate changes or amendments to this Agreement or the performance of the Agreement.

19. In the event any claim or demand is made on one of the Parties for actions relating or authorized by this Agreement, the other party shall be notified of such claim or demand in writing within five business (Monday-Friday) days. COUNTY shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of TXST, its employees, agents or students under this Agreement. TXST shall not be liable for any claims, damages or attorney's fees arising from the negligent acts or omissions of COUNTY or its employees under this Agreement. Nothing contained herein shall constitute a waiver by either party of its constitutional, statutory or common law rights, privileges, defenses or immunities.

20. Notices shall be in writing and shall be effective when received. Notices shall be delivered in person or by certified mail, return receipt requested, to the following addresses:

Mike Knipstein
WCEMS Director
PO Box 873
Georgetown, TX 7827
512-943-1264

And

Ruth Welborn, PHD
Dean, College of Health
Professions
Texas State University

ADDITIONAL TERMS

21. Compensation benefits for this Agreement shall include $1.75/hour per student to be paid by TXST to the COUNTY. Compensation shall be paid to COUNTY within thirty (30) days from the date of the COUNTY'S invoice for payment.

22. TXST acknowledges that COUNTY is a hybrid entity under the privacy regulations of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA Privacy Rule"). COUNTY has designated its Emergency Medical Services Department as a health care component, as defined in HIPAA, and the Department is therefore required to comply with the HIPAA Privacy Rule. No services are being provided to COUNTY by TXST pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 42 CFR §160.103.

23. The parties agree that COUNTY shall at all times maintain the right to terminate a student's participation in the program if COUNTY, in its sole discretion, determines that the student's continued participation would be disruptive to the program or the operations of the facility, or would pose a danger.

24. TXST instructors and students shall maintain confidential all records and information concerning patients treated or attended to in COUNTY's facilities. Each TXST instructor and student involved in medical or EMS programs shall be required to sign a confidentiality agreement regarding records and information about patients treated or attended by COUNTY employees.

25. Failure of either party to exercise any right or privilege granted by this Agreement shall not operate to waive such right or privilege in the event of subsequent defaults or assertions of right. Neither party waives nor shall be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising under the performance of this Agreement.

26. The provisions of this Agreement shall be severable in the event any provision is declared invalid, illegal or unenforceable.

27. Either party may terminate this Agreement without cause upon 90 days written notice to the other party. In addition, COUNTY shall have the right to terminate the Agreement immediately in the event the facility becomes inoperable for any reason or COUNTY no longer controls a program.

28. Either Party may terminate this Agreement if the other breaches the Agreement and fails to cure such breach within 15 days of receiving notice of breach. If more than 15 days are required to cure the breach, the Parties may agree to an extension of the cure period in writing.

29. This agreement is effective when all parties have executed it. The term of the Agreement is from August 1, 2016 through December 31, 2018 unless this Agreement is otherwise terminated pursuant to the termination provision contained in Article 27 of this Agreement. All services shall be completed during this term. This Agreement may be reviewed annually by agreement of both parties via written instrument and subject to required approvals. There is no right or expectation of renewal and any renewal will be determined at the discretion of both Parties.

30. Nothing in this Agreement shall be construed as a waiver by either Party of its constitutional, statutory or common law rights, privileges, immunities or defenses.

31. This Agreement constitutes the entire agreement between the Parties and any prior or contemporaneous agreements, written or oral, are hereby superseded and of no further effect.

32. The laws of the State of Texas shall govern the validity, interpretation and enforcement of this Agreement, and venue for any dispute or cause of action shall be in Williamson County, Texas.

33. The Parties will comply with applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

34. The performance of this Agreement shall be undertaken in a manner that does not discriminate against any person on a basis prohibited by law, including but not limited to race, color, national origin, religion, sex, age, veteran status or disability. Additionally, in their execution of this agreement, all contractors, subcontractors, their respective employees, and others acting by or through them shall comply with all federal and state policies and laws prohibiting discrimination, harassment, and sexual misconduct. Any breach of this covenant may result in termination of this agreement.

35. Notwithstanding any other provision of this Agreement, a COUNTY department may suspend participation in this Agreement due to space needs, staff training needs, budgetary issues or other urgent considerations. In the event of suspension, COUNTY shall give TXST written notification stating the date of suspension and the date on which participation is anticipated to resume.

**Williamson County:**

Dan Gattis
Williamson County Judge

Date

**Texas State University:**

Ruth Welborn, PhD
Dean, College of Health Professions

1/18/2017
Date

**ATTACHMENT A**

**RELEASE OF LIABILITY**

In consideration of the educational benefits extended to me by Williamson County Emergency Medical Services Department in making available its facilities for clinical course instruction as part of TXST course regarding community health training, I hereby release and hold harmless Williamson County, its employees and agents from any claim, cause of action or injury that may result during my participation in a Williamson County program due to the negligence of Williamson County, its employees or agents.

Student's signature: _____

Printed Name

Date:

**Commissioners Court - Regular Session** **54.**

**Meeting Date:** 03/21/2017

Eng Crossfield

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

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action regarding an Attorney/Client Engagement Agreement engaging the law firm of Sheets & Crossfield, PC to represent Williamson County in relation to various aspects of real estate and eminent domain/condemnation law, real estate and easement negotiation, any additional related services and issues connected with the acquisition of right-of-way, review and preparation of documents for matters related to County Road Bond Funds, general acquisition of real estate, economic development issues and general matters as assigned by the County Judge or Williamson County Commissioners, as more fully set out in the engagement agreement; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

**Background**

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**Fiscal Impact**

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

**Attachments**

Atty Client Engagement Sheets Crossfield

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Form Started By: Hal Hawes | | Started On: 03/08/2017 04:50 PM |
| Final Approval Date: 03/09/2017 | | |

**ATTORNEY/CLIENT ENGAGEMENT AGREEMENT**
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this 21st day of March, 2017, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.

2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

| | |
|---|---|
| Partner attorney: | $210/hr |
| Senior attorney | $200/hr |
| Associate attorney: | $170/hr |
| Project Manager (ROW) | $ 125/hr |
| Paralegal (ROW) | $ 65/hr |

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

Client agrees to pay invoices (with no added fees or mark-ups) submitted by Attorney for subcontractors of Attorney, including, but not limited to, surveyors, right-of-way agents, appraisers and others assisting Attorney in the provision of legal services for the Client.

3. Attorney's fee will include the following services:

Representation of Client in various aspects of real estate and eminent domain/condemnation law, including but not limited to real estate and easement negotiation, acquisition, and if necessary, prosecution of condemnation through completion, or any additional related services and issues connected with the acquisition

of right-of-way, as well as advise Client or its designated representatives in the areas described herein.

Representation of Client, including counsel, advice, review and preparation of documents for matters related to County Road Bond Funds, up to the point of initiating litigation on behalf of County.

Representation of Client regarding general acquisition of real estate, economic development issues and preparation of documents related thereto.

Representation of Williamson County Conservation Foundation.

Representation of Williamson County on all general matters as assigned by the County Judge or Commissioners. The County Attorney will be consulted on any and all matters so assigned.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney**. Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.

5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: 3/6/17

SHEETS & CROSSFIELD, P.C.

By: _____
Charles Crossfield

WILIIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

**Commissioners Court - Regular Session** **55.**

**Meeting Date:** 03/21/2017

Self Lease Ext

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

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on a Residential Lease Extension Agreement to extend, for five months, the Residential Lease Agreement between Williamson County, as Landlord, and Ed Self and Teresa Self, as Tenants, relating to the residence located at 6801 FM 972, Bartlett, Texas 76511, along with the improvements located thereon.

**Background**

Williamson County purchased the leased premises from Ed and Teresa Self (Tenants) in order to construct a future roadway over such premises. The county leased the premises back to the tenants for an 8 month term commencing September 1, 2016 and ending May 1, 2017. The tenants planned to construct a residence on a different property during the term of the lease, but due to uncontrollable delays they will be unable to complete their new residence prior to the expiration of the lease term. The additional 5 month extension will provide the tenants with enough time to complete their new home and move out of the leased premises. The rental of $500 per month and all other terms of the lease will remain the same during the extension.

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**Fiscal Impact**

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

**Attachments**

Ed Teresa Self Lease Ext Ag

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 11:52 AM |
| Form Started By: Hal Hawes | | Started On: 03/09/2017 11:49 AM |
| Final Approval Date: 03/09/2017 | | |

# RESIDENTIAL LEASE EXTENSION AGREEMENT

**Landlord:** Williamson County, Texas, a political subdivision of the State of Texas

**Landlord's Mailing Address:**

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

**Tenant:** Ed Self and Teresa Self

**Tenant's Mailing Address:**

Ed and Teresa Self
6801 FM 972
Bartlett, Texas 76511

**Residential Lease Agreement Subject of this Residential Lease Extension Agreement:**

Residential Lease Agreement executed in or around September of 2016 by and between Williamson County, Texas, as Landlord, and Ed Self and Teresa Self, as Tenant, ("Residential Lease"), wherein Landlord agreed to lease the residential house located at 6801 FM 972, Bartlett, Texas 76511, along with the improvements located thereon ("Leased Premises"), to Tenant for the purposes described therein.

**Agreement to Extend Residential Lease:**

The Landlord and Tenant hereby agree to extend the Residential Lease for an additional five (5) months beginning midnight on May 2, 2017 and ending on September 30, 2017 ("Extended Term").

**Rent for Extended Term:**

The monthly rent for the Extended Term shall remain the same as the monthly rent for the current Initial Term and shall be paid in accordance with the terms of the Residential Lease Agreement.

**Amendment of Residential Lease Agreement Terms, Covenants and Conditions:**

To the extent that any terms, covenants or conditions of the Residential Lease, as amended, contradict or conflict with the terms of this Residential Lease Extension Agreement, the terms of this Residential Lease Extension Agreement shall control. All other existing terms, covenants and conditions of the Residential Lease shall remain in full force and effect during the Extended Term and any tenancy thereafter.

**ACCEPTED AND AGREED TO AS TO FORM AND SUBSTANCE EFFECTIVE AS OF THE 21ST DAY OF MARCH, 2017:**

**LANDLORD:**

Williamson County, Texas

By: _____
Dan A. Gattis,
Williamson County Judge

**TENANT:**

_____
Ed Self

_____
Teresa Self

**Commissioners Court - Regular Session** **56.**

**Meeting Date:** 03/21/2017

Rep Gonzales Lease

**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 District Office Lease Contract between Representative Larry Gonzales, a Member of the House of Representatives of the State of Texas; the Committee on House Administration of the Texas House of Representatives of the State of Texas, as Lessee; and Williamson County, Texas, as Lessor, for the office space located at Williamson County Jester Annex, 1801 E. Old Settlers Boulevard, Round Rock, Texas 78664.

**Background**

## Fiscal Impact

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

## Attachments

Rep Gonzales Dist Office Lease

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:07 PM |
| Form Started By: Hal Hawes | | Started On: 03/13/2017 12:16 PM |
| Final Approval Date: 03/14/2017 | | |

Print

Clear Form

# State of Texas
# House of Representatives

## DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Williamson County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Rep. Larry Gonzales, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Williamson County, Texas. The address of the leased property is:

| 1801 E. Old Settlers Blvd. | Round Rock | 78664 |
|---|---|---|
| Street Address, Suite, etc. | City | Zip Code |

(which includes approximately 522 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins March 21, 2017 (Month Day, Year) and ends December 31, 2018 (Lease must end on or prior to January 8, 2019) but the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of one year for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of $ 600.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

# EXHIBIT "A"

A. Cost of Electricity and Janitorial Services. It is agreed and acknowledged that the rental amount set forth under Section III of the District Office Lease Contract includes the costs of electricity and janitorial services.

B. Additional Consideration. In addition to the consideration set forth under Section III of the District Office Lease Contract, Member shall maintain a District Office at the property described in the District Office Lease Contract and provide constituent services to Williamson County Citizens.

C. Phone and Internet Services. Lessee agrees to provide any phone and internet services used by the Member.

D. Public Purpose. The parties to this District Office Lease Contract agree and acknowledge that a public purpose shall be promoted and served by this tenancy in that it provides Williamson County Citizens with greater access to both its local and state officials and all parties will work in conjunction with one another to promote and maintain such public purpose.

E. Conference Room. Member may contact the Williamson County Commissioner, Pct. 1 Office to schedule the use of the conference and community rooms located in the J.B. & Hallie Jester Williamson County Annex. The use of these rooms, when available, is included in the rental amount.

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

| | | | |
|---|---|---|---|
| Lessor's Company Name (type or print) | | Date | |
| Lessor's Name (type or print) | | Date | |
| Lessor's Signature | (1) | Lessor's Signatory's Title | (1) |
| Lessor's Address | | Telephone Number | |
| Lessor's Type of Organization | (2) | Lessor's Tax ID Number | (3) |
| Signature of Representative | (4) | Date 3-8-17 | |
| Signature of Chairman | (5) | Date | |

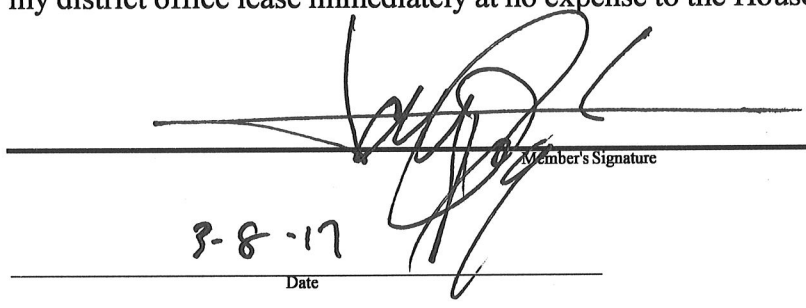
## Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. Signature must be an original signature (not from a signature stamp or photo copied).
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. Signature must be an original signature (not from a signature stamp or photo copied).
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

REV. 10-21-2014

I, Rep. Larry Gonzales do not have an interest
Name of Member

in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.



Member's Signature

3-8-17

Date

**Commissioners Court - Regular Session** **57.**

**Meeting Date:** 03/21/2017

Veterans Treatment Court Resolution

**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 resolution for application through Governor's Office for Williamson County Veterans Treatment Court grant application #2758104.

### Background

This resolution for application for the Veterans Treatment Court has been previously approved by the Commissioners Court. The Governor's Office is now requiring the signature of all court members approving the grant application.

## Fiscal Impact

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

## Attachments

VTC Resolution

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:08 PM |
| Form Started By: Kathy Pierce | | Started On: 03/13/2017 04:42 PM |
| Final Approval Date: 03/14/2017 | | |

*State of Texas*

*County of Williamson*

*Know all men by these presents:*

That on the 21st day of March, 2017 the Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

Dan A. Gattis, County Judge
Terry Cook, Commissioner Precinct One
Cynthia P. Long, Commissioner Precinct Two
Valerie Covey, Commissioner Precinct Three
Larry Madsen, Commissioner Precinct Four

And at said meeting, among other business, the Court considered the following:

WHEREAS, The Commissioners Court finds it in the best interest of the citizens of Williamson County that the Williamson County Veterans Treatment Court be operated for the 2017/2018 year; and

WHEREAS, there is not a required match for the funding announcement: Specialty Courts Grant Program; and

WHEREAS, Commissioners Court agrees that in the event of loss or misuse of the Office of the Governor funds, Williamson County assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Williamson County Commissioners Court designates Judge Dan A. Gattis as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the Commissioners Court approves submission of the grant application for the Williamson County Veterans Treatment Court to the Office of the Governor.

_____

Dan A. Gattis – County Judge
Passed and approved on the 21st day of March, 2017
Grant Number: 2758104

_____
Terry Cook – Commissioner Precinct One

_____
Cynthia P. Long – Commissioner Precinct Two

_____
Valerie Covey – Commissioner Precinct Three

_____
Larry Madsen – Commissioner Precinct Four

**Commissioners Court - Regular Session** **58.**

**Meeting Date:** 03/21/2017

resolution

**Submitted For:** Dan Gattis **Submitted By:** Rebecca Clemons, County Judge

**Department:** County Judge

**Agenda Category:** Regular Agenda Items

## Information

**Agenda Item**

Discuss , consider, and take appropriate action on a resolution opposing Senate Bill 2, House Bill 15 and Revenue Caps.

**Background**

## Fiscal Impact

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

## Attachments

opp.res.

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. (Originator) | Rebecca Clemons | 03/14/2017 02:07 PM |
| Form Started By: Rebecca Clemons | | Started On: 03/13/2017 04:06 PM |
| Final Approval Date: 03/14/2017 | | |

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

**Opposition to Senate Bill 2, House Bill 15, and Revenue Caps**

**WHEREAS**, the Texas Legislature has previously considered and rejected proposals for additional revenue caps on counties; and

**WHEREAS**, 60 percent of the average taxpayer's property tax burden is due to school taxes while only 14 percent is due to county taxes; and

**WHEREAS**, revenue caps would diminish local control and tie the hands of county officials and limit their ability to provide essential services to address the needs and emergencies of their citizens; and

**WHEREAS**, county government is already struggling to meet the demands of under-funded and unfunded state mandates such as indigent health care and indigent defense and federal mandates such as the Help America Vote Act and the Clean Air Act; and

**WHEREAS**, the demands on county budgets continue to increase including health care, motor fuel, road materials, and all other products and services purchased by counties; and

**WHEREAS**, artificial revenue caps will result in a shift of taxes from fluctuating properties, such as oil and gas, to those remaining relatively stable in value, such as residential properties; and

**WHEREAS**, revenue caps will not necessarily result in a reduction of property taxes but will result in a severe impact on county services;

**NOW THEREFORE, BE IT RESOLVED** that the Commissioners Court of Williamson County, Texas does hereby express its opposition to Senate Bill 2, House Bill 15, and their efforts to limit local control and does hereby oppose any attempts to impose additional revenue caps upon Texas counties, and the Commissioners Court of Williamson County, Texas expresses its deep appreciation to all legislators who oppose this unsound measure.

Adopted this 21st day of March, 2017.

_____
County Judge

ATTEST:

_____
County Clerk

**Commissioners Court - Regular Session** **59.**

**Meeting Date:** 03/21/2017

Authorizing the Waste Management Agreement for Animal Shelter

**Submitted For:** Randy Barker **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the new Agreement for Waste Management Services for the Williamson County Animal Shelter for thirty-six (36) months, with Waste Management of Texas.

### Background

Requested by Linda Gunter, Administrative Supervisor of Williamson County Regional Animal Shelter; This is to provide waste management services for animal disposal (deceased animals) at the Williamson County Animal Shelter. Funds do not exceed $1000.00 for each fiscal year. Funding has been approved by Audit. The attached Agreement has been reviewed and approved by Audit and Legal.

## Fiscal Impact

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

## Attachments

1 - Form 1295

2 - Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/06/2017 08:55 AM |
| Form Started By: Sydney Richardson | | Started On: 03/03/2017 09:47 AM |
| Final Approval Date: 03/06/2017 | | |

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**



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

**OFFICE USE ONLY**
**CERTIFICATION OF FILING**

**Certificate Number:**
2017-169334

**Date Filed:**
02/21/2017

**Date Acknowledged:**

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

Waste Management of Texas, Inc.
Houston, TX United States

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

Williamson County - Animal Shelter

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

NA
Landfill Disposal

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

**5 Check only if there is NO Interested Party.** [X]

**6 AFFIDAVIT**

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

JUNE DIAMOND BONNY
MY COMMISSION EXPIRES
January 17, 2019

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Chris W. Hickman, this the 22 day of February, 20 17, to certify which, witness my hand and seal of office.

June Diamond Bonny — June Diamond Bonny — Technical Service Manager

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

# INDUSTRIAL WASTE SERVICES & DISPOSAL AGREEMENT

**COMPANY:** Waste Management of Texas, Inc.
*A WASTE MANAGEMENT COMPANY*

**Name:** Chris W. Hickman 2-22-17 (Date)

**Title:** Mgr I Sales Director

**CUSTOMER:** Williamson County – Animal Shelter

**Name:** Dan Gattis _____ (Date)

**Title:** Williamson County Judge

**Effective Date of Agreement:** _____

**Initial Term:** 36 Months

This Industrial Waste & Disposal Services Agreement, consisting of the terms and conditions set forth herein, and Exhibit A, and/or Confirmation Letter(s) and the Profile Sheet(s) entered into from and after the date hereof from time to time (all of the foregoing being collectively referred to as the "Agreement"), is made as of the Effective Date shown above by and between the Customer named above, on its and its subsidiaries and affiliates behalf (collectively, "Customer") and the Waste Management entity named above ("the Company").

## TERMS AND CONDITIONS

**1. SERVICES PROVIDED.** The Company will provide Customer with collection, management, transportation, disposal, treatment, and recycling services ("Services") for Customer's non-hazardous solid waste, special waste, and/or hazardous waste (collectively "Industrial Waste") as described on Exhibit A and/or Confirmation Letter(s) and/or applicable Profile Sheets. **Solid Waste** means garbage, refuse and rubbish including those which are recyclable but excluding Special Waste and Hazardous Waste. **Special Waste** includes polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing material, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, provincial or local laws or regulations. **Hazardous Waste** means any toxic or radioactive substances, as such terms are defined by applicable federal, state, provincial or local laws or regulations. All Industrial Waste that is generated, handled and/or collected by Customer shall be managed exclusively by Company during the term of this Agreement. When Company handles special or hazardous waste for Customer, Customer will provide Company with a Generator's Waste Profile Sheet ("Profile Sheet") describing all special or hazardous waste, and provide a representative sample of such waste on request. In the event this Agreement includes transportation by Company, Customer shall, at the time of tender, provide to Company accurate and complete documents, shipping papers or manifests as are required for the lawful transfer of the special or hazardous waste under all applicable federal, state or local laws or regulations. Tender of delivery shall be considered nonconforming if not in accordance with this Paragraph.

**2. CUSTOMER WARRANTIES.** Customer hereby represents and warrants that all waste material delivered by Customer to Company shall be in accordance with waste descriptions given in this Agreement and shall not be or contain any Nonconforming Waste. "Nonconforming Waste" means: (a) non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (b) waste that is not in conformance with the description of the waste in Exhibit A, the Confirmation Letter(s) or the Profile Sheet incorporated herein; (c) waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, bio-hazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on the Profile Sheet or Confirmation Letter; or (d) waste that is prohibited from being received, managed or disposed of at the designated disposal facility by federal, state or local law, regulation, rule, code, ordinance, order, permit or permit condition. Customer (including its subcontractors) represents and warrants that it will comply with all applicable laws, ordinances, regulations, orders, permits or other legal requirements applicable to the Industrial Waste.

**3. TERM OF AGREEMENT; RIGHT OF FIRST REFUSAL.** The Initial Term of this Agreement shall be 36 months, commencing on the Effective Date set forth above. This Agreement shall automatically renew thereafter for additional terms of twelve (12) months each ("Renewal Term") unless either party gives to the other party written notice of termination at least ninety (90) days prior to the termination of the then-existing term; provided however, that the terms and conditions of this Agreement shall remain in full force and effect, in accordance with its terms, with respect to any uncompleted or unfinished Service provided for in an Exhibit A, Confirmation Letter and/or Profile Sheet until such Service is completed. This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days' written notice thereof. In the event of such termination, the County will only be liable for its pro rata share of services rendered by Company and/or goods actually received. Customer grants to Company a right of first refusal to match any offer which Customer receives or intends to make after the completion of any Term of this Agreement relating to any services provided hereunder and further agrees to give Company prompt written notice of any such offer and a reasonable opportunity to respond to it.

**4. INSPECTION; REJECTION OF WASTE.** Title to and liability for Non-conforming Waste shall remain with Customer at all times. Company shall have the right to inspect, analyze or test any waste delivered by Customer. If Customer's Industrial Waste is Nonconforming Waste, Company can, at its option, reject Nonconforming Waste and return it to Customer or require Customer to remove and dispose of the Nonconforming Waste at Customer's expense. Customer shall indemnify, hold harmless (in accordance with Section 9) and pay or reimburse Company for any and all costs, damages and/or fines incurred as a result of or relating to Customer's tender or delivery of Nonconforming Waste or other failure to comply or conform to this Agreement, including costs of inspection, testing and analysis.

**5. SPECIAL HANDLING; TITLE.** If Company elects to handle, rather than reject, Nonconforming Waste, Company shall have the right to manage the same in the manner deemed most appropriate by Company given the characteristics of the Nonconforming Waste. Company may assess and Customer shall pay additional fees associated with delivery of Nonconforming Waste, including, but not limited to, special handling or disposal charges, and costs associated with different quantities of waste, different delivery dates, modifications in operations, specialized equipment, and other operational, environmental, health, safety or regulatory requirements. Title to and ownership of acceptable Industrial Waste shall transfer to Company upon its final acceptance of such waste.

**6. COMPANY WARRANTIES.** Company hereby represents and warrants that: (a) Company will manage the Industrial Waste in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Industrial Waste. Except as provided herein, Company makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

**7. LIMITED LICENSE TO ENTER.** When a Customer is transporting Industrial Waste to a Company facility, Customer and its subcontractors shall have a limited license to enter a disposal facility for the sole purpose of offloading Industrial Waste at an area designated, and in the manner directed, by Company. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations of the facility, as amended. Company may reject Industrial Waste, deny Customer or its subcontractors entry to its facility and/or terminate this Agreement in the event of Customer's or its subcontractors' failure to follow such rules and regulations.

**8. CHARGES AND PAYMENTS.** Customer shall pay the rates set forth on Exhibit A or a Confirmation Letter, which may be modified as provided in this Agreement. The rates may be adjusted by Company to account for: any increase in or to recoup all or any portion of, disposal, transportation, fuel or environmental compliance fees or costs; any change in the composition of the Industrial Waste; increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. Company may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the Services are rendered. Increases in charges for reasons other than as provided above require the consent of Customer which may be evidenced verbally, in writing or by the actions and practices of the parties. Initial rates will be held firm through December 31, 2017. All future rate adjustments will be mutually agreed to utilizing the Consumer Price Index, Garbage & Trash, and may not exceed a maximum of 3% per year. All rate adjustments as provided above and in Paragraph 5 shall take effect upon notification from Company to Customer.

**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. Customer shall pay the rates in full within 30 days of invoice date. Customer shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of 2.5% per month or, if less, the maximum rate allowed by law.

**9. INDEMNIFICATION.** The Company agrees to indemnify, defend and save Customer harmless from and against any and all liability (including reasonable attorney's fees) which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by Company's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Company or its employees, which occurs (1) during the collection or transportation of Customer's Industrial Waste by Company, or (2) as a result of the disposal of Customer's Industrial Waste, after the date of this Agreement, in a facility owned by a subsidiary or affiliate of Waste Management, provided that the Company's indemnification obligations will not apply to occurrences involving Nonconforming Waste.

Customer agrees to indemnify, defend and save the Company harmless from and against any and all liability (including reasonable attorney's fees) which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act, negligent omission or willful misconduct of the Customer or its employees, agents or contractors in the performance of this Agreement or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance of this Agreement.

**10. UNCONTROLLABLE CIRCUMSTANCES.** Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, strikes, riots, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, permit changes and regulations, restrictions (including land use) therein, and the affected party shall be excused from performance during the occurrence of such events.

**11. ASSIGNMENT.** This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns.

**12. ENTIRE AGREEMENT.** This Agreement represents the entire understanding and agreement between the parties relating to the management of waste and supersedes any and all prior agreements, whether written or oral, between the parties regarding the same; provided that, the terms of any national service agreement between the parties shall govern over any inconsistent terms herein.

**13. TERMINATION; LIQUIDATED DAMAGES.** Company may immediately terminate this Agreement, (a) in the event of Customer's breach of any term or provision of this Agreement, including failure to pay on a timely basis or (b) if Customer becomes insolvent, the subject of an order for relief in bankruptcy, receivership, reorganization dissolution, or similar law, or makes an assignment for the benefit of its creditors or if Company deems itself insecure as to payment ("Default"). Notice of termination shall be in writing and deemed given when delivered in person or by certified mail, postage prepaid, return receipt requested. In the event Customer terminates this Agreement prior to the expiration of any Initial or Renewal Term for any reason other than as provided herein, or in the event Company terminates this Agreement for Customer's Default, liquidated damages in addition to the Company's legal fees shall be paid and calculated as follows: 1) if the remaining Initial Term under this Agreement is six or more months, Customer shall pay its most recent monthly charges multiplied by six; 2) if the remaining Initial Term under this Agreement is less than six months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Term; 3) if the remaining Renewal Term under this Agreement is three or more months, Customer shall pay its most recent monthly charges multiplied by three; or 4) if the remaining Renewal Term under this Agreement is less than three months, Customer shall pay its most recent monthly charges multiplied by the number of months remaining in the Renewal Term. Customer acknowledges that the actual damage to Company in the event of termination is difficult to fix or prove, and the foregoing liquidated damages amount is reasonable and commensurate with the anticipated loss to Company resulting from such termination and is an agreed upon fee and is not imposed as a penalty. Collection of liquidated damages by Company shall be in addition to any rights or remedies available to Company under this Agreement or at common law.

**14. 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. 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 in order to conduct audits in compliance with the provisions of this section. Williamson County shall give Company reasonable advance notice of intended audits.

**15. MISCELLANEOUS.** (a) The parties agree to use mediation for dispute resolution prior to filing any formal legal action related to this Agreement. The prevailing party will be entitled to recover reasonable fees and court costs, including attorneys' fees, in interpreting or enforcing this Agreement. In the event Customer fails to pay Company all amounts due hereunder, Company will be entitled to collect all reasonable collection costs or expenses, including reasonable attorney's fees, court costs or handling fees for returned checks from Customer; (b) The validity,

interpretation and performance of this Agreement shall be construed in accordance with the law of the state in which the Services are performed; (c) If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be deemed severable from and shall not affect the remainder of this Agreement, which shall remain in full force and effect; (d) Customer's payment obligation for Services and the Warranties and Indemnification made by each party shall survive termination of this Agreement.

## AGREED & ACCEPTED

**COMPANY**

**Signed:** _____
Authorized Signatory

**CUSTOMER**

**Signed:** _____
Authorized Signatory

**Commissioners Court - Regular Session** **60.**

**Meeting Date:** 03/21/2017

Approval To Advertise For Digital Evidence Management System

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and recieve sealed proposals for Digital Evidence Management System under RFP # 1702-145.

**Background**

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**Fiscal Impact**

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

**Attachments**

RFP Packet

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 08:43 AM |
| Form Started By: Thomas Skiles | | Started On: 03/08/2017 10:05 AM |
| Final Approval Date: 03/09/2017 | | |

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICIATION 1702-145
Digital Evidence Management System

**PROPOSALS MUST BE RECEIVED ON OR BEFORE:**
**Apr 3, 2017 2:00:00 PM CDT**

**PROPOSAL WILL BE PUBLICLY OPENED:**
**Apr 3, 2017 2:00:00 PM CDT**

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 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.

# Bid 1702-145
# Digital Evidence Management System

| | |
|---|---|
| Bid Number | 1702-145 |
| Bid Title | Digital Evidence Management System |
| Bid Start Date | In Held |
| Bid End Date | Apr 3, 2017 2:00:00 PM CDT |
| Question & Answer End Date | Mar 31, 2017 5:00:00 PM CDT |
| Bid Contact | Brenda Fuller<br>512-**943**-1607<br>brendafuller@wilco.org |
| Contract Duration | **One Time Purchase** |
| Contract Renewal | Not Applicable |
| Prices Good for | **90 days** |
| Pre-Bid Conference | **Mar 23, 2017 2:00:00 PM CDT**<br>**Attendance is optional**<br>**Location: 901 S Austin Ave.**<br>**Georgetown, TX 78626** |
| Bid Comments | **The purpose of this RFP is to assist Williamson County in seeking a software application solutions that integrates with our current technology assets to provide a complete Digital Evidence Management System (DEMS).** |

**Item Response Form**

| | |
|---|---|
| Item | **1702-145--01-01 -** please attach all documents to this line |
| Quantity | **1 each** |

Prices are not requested for this item.

Delivery Location **Williamson County, Texas**

No Location Specified

**Qty** 1

**Description**
Please attach all documents to this line.

# Williamson County – Request for Proposal (RFP)

## SECTION 1 - DEFINITIONS

**Addendum/Addenda** – means any written or graphic instruments issued by the County prior to the consideration of Proposals which modify or interpret the Proposal Documents by additions, deletions, clarifications, or corrections.

**Agreement/Ensuing Agreement(s)** – means the Successful Respondent may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and the Respondent's Proposal. Such Ensuing Agreement(s) shall contain the Proposal specifications, terms and conditions that are derived from the RFP.

**Contract** – means this RFP and the Proposal of the Successful Respondent shall become a Contract between the Successful Respondent and the County once the Successful Respondent's Proposal is properly accepted by the Williamson County Commissioners Court (sometimes referred to herein as the Commissioner's Court").

**Commissioner's Court** – means the Williamson County Commissioners Court.

**County –** means Williamson County, a political subdivision of the State of Texas.

**Executive Summary** – means the document submitted by Respondent that represents a concise summary of the contents of the Proposal. It does not include any information concerning costs.

**Proposal Documents** – means the Legal Notice, RFP including attachments, and any Addenda issued by the County prior to the consideration of any Proposals.

**Proposal** – means the complete, properly signed document, and ALL required forms and documentation listed in the proposal package which have been submitted in accordance with this RFP package. A Proposal submitted in accordance with this RFP is irrevocable during the specified time period for evaluation and acceptance of Proposals, unless a waiver is obtained from the Williamson County Purchasing Agent.

**Respondent** – means a person or entity who submits a Proposal in response to this RFP.

**Request for Proposals (RFP)** – means this document, together with the attachments thereto and any future Addenda issued by the County.

**Successful Respondent**– means the responsible Respondent who, in the County's sole opinion, submits the Proposal which is in the best interest of the County, taking into account factors identified

herein, and to whom the County intends to award the Contract.

# SECTION 2 - RESPONSE FORMAT AND SUBMISSION

## 2.1 INTRODUCTION

Each Proposal submitted in response to this RFP should clearly reference the numbered sections of this RFP that require a response. Failure to arrange the Proposal as requested may result in the disqualification of the Proposal.

Though there is not a page limit for Proposals, to save natural resources including paper, and to allow the County staff to efficiently evaluate all submitted Proposals, the County requests that Proposals be orderly, concise, but comprehensive in providing the requested information. Conciseness and clarity of content are emphasized and encouraged. If mailed or delivered in person, please limit additional, non requested information.

Please provide your Proposal response using:

A. 8 ½" x 11" pages, inclusive of any cover letter or supporting materials.

B. The least amount of plastic/laminate or other non-recyclable binding materials.

C. Single-sided printing.

Vague and general Proposals will be considered non-responsive, and may, at the County's sole discretion, result in disqualification. Proposals must be legible and complete. Failure to provide the required information may result in the disqualification of the Proposal. All pages of the Proposal should be numbered and the Proposal should contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal.

## 2.2 ORGANIZATION OF PROPOSAL CONTENTS AND TABLE OF CONTENTS

Each Proposal should be submitted with a table of contents that clearly identifies and denotes the location of all enclosures of the Proposal. The table of contents should follow the RFP's structure as much as is practical.

Each Proposal should be organized in the manner described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Table of Contents.

C. Executive Summary. Please see Section 2.4, Executive Summary.

D. Proposal Response to Criteria. (Please see the sections in this RFP package that list the Specifications & Cost Proposal, Experience and Qualifications, References, and Implementation Strategy to respond to our criteria in a clear and concise manner)

E. Price Sheet.

F. References: Identification of three (3) references within the last four (4) years, for which the Respondent is providing, or has provided, the goods and/or services (public sector) of the type requested in this RFP. Include the name, position/title, and telephone number of a contact person at each entity.

G. Conflict of Interest Questionnaire.

H. Proposal Affidavit (Signature Page).

I. Attach your entities sample Contract, if applicable, for the County's review and consideration. This should include any additional terms or conditions. The County is not required to use the sample Contract submitted.

## 2.3 TRANSMITTAL LETTER

The Respondent should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Proposal.

B. Respondent's type of business entity (i.e., Corporation, General Partnership, Limited Partnership, LLC, etc.). See Section 3.5, Signature of Respondent, for more information.

C. Place of incorporation or organization, if applicable.

D. Name and location of major offices and other facilities that relate to the Respondent performance under the terms of this RFP.

E. Name, physical address, email address, business and fax number of the Respondent's principal contact person regarding all contractual matters relating to this RFP.

F. The Respondent's Federal Employer Identification Number.

G. A commitment by the Respondent to provide the services required by the County;

H. A statement that the Proposal is valid for the time specified on page three (3), under the section named *Prices Good for*, of this Proposal packet. Any Proposal containing a term of less than the required amount, may at the County's sole discretion, be rejected as non-responsive.

I. 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 4.40, Air Quality for more information.

The Transmittal Letter should be signed by a person legally authorized to bind the Respondent to the representations in the Transmittal Letter and the Proposal. In the case of a joint Proposal, each party must sign the Transmittal Letter.

## 2.4 EXECUTIVE SUMMARY

The Respondent should provide an Executive Summary of its Proposal that asserts that the Respondent is providing in its response all of the requirements of this RFP. The Executive Summary should not include any information concerning the cost of the Proposal, but instead must represent a full and concise summary of the contents of the Proposal. It is recommended the Executive Summary include the following information:

A. Identify any goods and/or services that are provided beyond those specifically requested. If the Respondent is providing services and/or goods that do not meet the specific requirements of this RFP, but in the opinion of the Respondent are equivalent or superior to those specifically requested, any such differences should be noted in the Executive Summary. However, the Respondent must realize that failure to provide the goods and/or services specifically required, at the County's sole discretion, may result in disqualification of the Proposal.

B. Indicate why the Respondent believes that it is the most qualified Respondent to provide the services described in this RFP. The Successful Respondent must demonstrate extensive experience and understanding of the intent of this project. The Respondent should describe in detail the current and historical experience the Respondent and its subcontractors have that would be relevant to completing the project. References must contain the name of key personnel and telephone numbers for each contact, as described in Section 3.14, References.

C. Briefly state why the Respondent believes its proposed goods and/or services best meet the County's needs and RFP requirements, and the Respondent also should concisely describe any additional features, aspects, or advantages of its goods and/or services in any relevant area not covered elsewhere in its Proposal.

## 2.5 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 Respondents 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 Respondent must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Respondent, 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 RFP**. Similarly, any personal or business relationship between the Respondent, 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 Proposal disqualification.

By submitting a Proposal in response to this RFP, all Respondents 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 Respondent must provide a Conflict of Interest Statement with their Proposal Package. Package may be deemed incomplete without this form.**

## 2.6 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Respondents 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 Respondent unless the Respondent submits a disclosure of interested parties to the County at the time the Respondent 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 Respondent 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.

## 2.7 PROPOSAL SUBMITTAL DEADLINE

The Proposal is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this RFP package. Contents of each Proposal shall be submitted in accordance with this RFP.

## 2.8 ETHICS

The Respondent 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.

## 2.9 DELIVERY OF PROPOSALS

The County uses BidSync to distribute and receive bids and Proposals. It is preferred that Proposals be submitted electronically through BidSync; however, Respondents can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

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 in this RFP package, to:

Williamson County Purchasing Department

Attn: **Proposal Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Respondents should list their Name and Address, and the Date of the Proposal opening on the outside of the box or envelope and note "Sealed Proposal Enclosed." Williamson County will not accept any Proposals after the submittal deadline, and shall return such Proposals unopened to the Respondent. The County will not accept any responsibility for Proposals being delivered by third party carriers.

Proposals will be opened publicly; however, in a manner to avoid public disclosure of contents, only names of Respondents will be read aloud: no pricing will be announced at the opening.

# SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

## 3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Respondents are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this RFP.

General requirements apply to all advertised RFPs; however, these may be superseded, in whole or in part, by the proposal specifications, Addenda and modifications issued as a part of this RFP. Be sure your Proposal package is complete.

## 3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS RFP

If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, the Respondent 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 Respondent fails to notify the County prior to the date and time fixed for submission of Proposals of an error or ambiguity in the RFP known to the Respondent, or an error or ambiguity that reasonably should have been known to the Respondent, then the Respondent shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than forty-eight (48) hours prior to the date and time fixed for submission of Proposals, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

## 3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Respondents in receipt of this RFP 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 Proposals.

## 3.4 SIGNATURE OF RESPONDENT

A Transmittal Letter, which shall be considered an integral part of the Proposal as stated in Section 2.3, Transmittal Letter, shall be signed by an individual who is authorized to bind the Respondent contractually.

A. If the Respondent is a Corporation or Limited Liability Company, the legal name of the Corporation or Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Respondent 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 Respondent is a Limited Partnership, the name of the Limited Partner's General Partner shall be provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Respondent 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 Respondent operates business under an Assumed Business Name, the Respondent must have file with the Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same prior to contract award.

## 3.6 ECONOMY OF PRESENTATION

Proposals should not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be, at the sole discretion of the County, rejected and not considered.

## 3.7 PROPOSAL OBLIGATION

The contents of the RFP, Proposal, and any clarification thereof submitted by the Successful Respondent shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

## 3.8 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this RFP describe the requirements and the Proposal format in sufficient detail to secure comparable Proposal. Failure to comply with all provisions of the RFP may, at the sole discretion of the County, result in disqualification.

## 3.9 EVALUATION

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of award to the best evaluated Respondent. This information may be appended to the Proposal evaluation process results. Information on a Respondent from reliable sources, and not within the Respondent Proposal, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source. The County reserves the right to conduct written and/or oral discussions/interviews after the Proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of the County.

## 3.10 WITHDRAWAL OF PROPOSAL

The Respondent may withdraw its Proposal by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Respondent, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Respondent may submit a new Proposal prior to the deadline. Alterations of the Proposal in any manner will not be considered if submitted after the deadline. Withdrawal of a Proposal after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

## 3.11 RESPONSIBILITY

It is expected that a Respondent will be able to affirmatively demonstrate responsibility. A prospective Respondent 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 Respondent ability to meet these minimum standards listed above.

## 3.12 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Respondent 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.

## 3.13 SILENCE OF SPECIFICATIONS

The apparent silence of any RFP 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.

## 3.14 REFERENCES

Respondents shall furnish a list of contracts where similar responsibilities and goods and/or services have been required and/or performed for the past five (5) years, to include names, titles, phone numbers and email addresses of reference contacts, contract numbers and dates of performance.

Also, Respondents shall include a list of any contracts that have been cancelled or terminated within the last five (5) years, along with an explanation of the cancellation and the names, email address and phone number of a reference person with that institution.

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 should be provided in accordance with this RFP. Proposal may not be deemed complete without the inclusion of requested references.

# SECTION 4 - TERMS AND CONDITIONS

## 4.1 VENUE AND GOVERNING LAW

The Respondent hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this RFP, 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 RFP, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this RFP, 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 RFP and its Addenda (if applicable), and the Respondent Proposal. 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 RFP and its Addenda (if applicable); and

   2. The Respondent's Proposal.

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 RFP and its Addenda (if applicable), and the Respondent's Proposal, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The terms and conditions of the Ensuing Agreement;

   2. The RFP and its Addenda; and

   3. The Respondent's Proposal.

## 4.3 OWNERSHIP OF PROPOSAL

Each Proposal shall become the property of the County upon submittal and will not be returned to Respondents unless received after the submittal deadline.

## 4.4 DISQUALIFICATION OF RESPONDENT

Upon signing and submittal of the Proposal, a Respondent offering to sell supplies, materials, services, or equipment to the County, certifies that the Respondent 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 such line of business. Any or all Proposals may be rejected if the County believes that collusion exists among the Respondents.

## 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 Respondents 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 Respondent may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Williamson County 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 RFP, but are necessary to provide the functional capabilities described by the Respondent, shall be implied and deemed to be included in the Proposal.

## 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 Respondent breaches any of the Proposal specifications, terms and conditions, including warranties of the Respondent, if any, or if the Successful Respondent 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 equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to 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 Respondent. 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 Respondent 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's 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 Respondent 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 Respondent fails to meet pursuant to the requirements set out herein. In the event the Successful Respondent 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 Respondent.

## 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 Respondent does not desire proprietary information in the Proposal 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 Respondent, 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 Respondent.

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 RFP or in the Respondent's Proposal 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 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 Respondent 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 Respondent, which are directly pertinent to the services to be performed or goods to delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Respondent 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 Respondent 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 RFP, 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 Respondent to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

## 4.13 PROPOSAL PREPARATION COSTS

The cost of developing Proposals is the sole responsibility of the Respondents and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Respondents for any expense incurred in preparing a Proposal in response to this RFP and the County will not reimburse the Respondents for such expenses.

## 4.14 INDEMNIFICATION

The Successful Respondent 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 Respondent, its agents, servants or employees, performed hereunder that result from the negligent act, error, or omission of the Respondent or any of the Respondent's agents, servants or employees, as well as all claims of loss or damage to the Respondent's and the County's property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Respondent arising from any act of any third party, including, but not limited to, theft. The Successful Respondent 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 Respondent's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Respondent 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 Respondent in the defense of each matter. The Successful Respondent'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 Respondent 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 Respondent are not an issue in the matter.

The Successful Respondent's indemnification shall cover, and the Successful Respondent agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Respondent to perform the work described in this request. The provision by the Successful Respondent of insurance shall not limit the liability of the Successful Respondent under the Contract and/or any Ensuing Agreement(s).

## 4.15 WAIVER OF SUBROGATION

The Successful Respondent and the Successful Respondent'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 Respondent's performance under this Contract and any Ensuing Agreement(s).

## 4.16 RELATIONSHIP OF THE PARTIES

The Successful Respondent 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 Respondent 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 Respondent 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 Respondent's means, methods or

details pertaining to the Successful Respondent's performance of the work. The County and the Successful Respondent hereby agree and declare that the Successful Respondent 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 Respondent is not an employee of the County, and that the Successful Respondent 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 Respondent 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 RFP, 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 RFP, 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 RFP, 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 RFP, 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 Respondent: Address set out in Respondent'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 Respondent 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 Respondent 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 RFP, 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 t Successful Respondent at the end of its then-current fiscal year.

## 4.28 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.

## 4.29 ASSIGNMENT

The Successful Respondent's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

## 4.30 SAFETY

The Successful Respondent 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.

## 4.31 GENERAL OBLIGATIONS AND RELIANCE

The Successful Respondent 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 Respondent shall keep the County informed of the progress and quality the services. The Successful Respondent agrees and acknowledges that the County is relying on the Successful Respondent's represented expertise and ability to provide the goods and/or services described herein. The Successful Respondent 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 in accordance with the County's requirements and procedures. The Successful Respondent's duties, as set forth herein, shall at no time be in any way diminished by reason of any approval by the County, nor shall the Successful Respondent be released from any liability reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Respondent's skill and knowledge in performing the services and providing any goods required hereunder.

## 4.32 CONTRACTUAL DEVELOPMENT

The Commissioners Court may award the Contract on the basis of the initial Proposals received, without any further or additional discussions. Therefore, each initial Proposal should contain the Respondent best terms and offer. The contents of the RFP and the selected Proposal will become an integral part of the Contract, but may be modified, at Williamson County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Respondent must agree to inclusion in an Ensuing Agreement of t Proposal specifications, terms and conditions of this RFP. Williamson County may, at its discretion, opt to conduct further discussions with responsible offerors and request the highest ranked firm's Best and Final Offer (BAFO).

## 4.33 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Respondent 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 Respondent and the County.

## 4.34 SURVIVABILITY

All applicable agreements that were entered into between the Successful Respondent 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 Respondent no later than ten (10) calendar days of the Contract expiration, this clause for emergency cases only.

## 4.35 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 Respondent, the County shall notify the Successful Respondent 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 Respondent, the Successful Respondent shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Respondent beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Respondent 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 Respondent 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

## 4.36 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The RFP and the Respondent's Proposal, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Respondent and the County. The Successful Respondent may be required by Williamson County to sign an additional Agreement containing terms necessary to ensure compliance with the RFP and Respondent's Proposal.

## 4.37 LEGAL LIABILITY INFORMATION

The Successful Respondent 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.

## 4.38 CONFIDENTIALITY

Respondent 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.

## 4.39 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Proposal submission deadline, the Proposal 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 Respondents interested in the project to extend the deadline. It will be the responsibility of the Respondent 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.

## 4.40 AIR QUALITY

In determining the overall best Proposal, 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 Proposals and give preference to goods and/or services of Respondent that demonstrates that the Respondent meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. 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. All Respondents are expected to meet all mandated state and federal air quality standards.

## 4.41 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this RFP, 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 RFP is subject to a properly authorized Purchasing Cooperative Inter-local Agreement (ILA) 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.

## 4.42 CONFIDENTALITY

The Respondent 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.

## Digital Evidence Management System (DEMS)

### Background

Williamson County processes approximately 20,000 judicial cases annually. The digital evidence associated with these files could average 240TB. These cases are generated from 40 plus outside Law Enforcement Agencies (LEA). Technology has allowed the justice system to migrate towards digital case files, largely focusing on evidence management. This has created technology challenges for law enforcement, technology services, prosecutors, courts and other stakeholders. Having an enterprise solution to manage digital evidence though the case life cycle, allows the county to manage future cost and liability.

**Evidence Life Cycle**

| LEA Role | | | | County Role | | | | |
|---|---|---|---|---|---|---|---|---|
| Identify/Collect | → | Submit | → | Process | → | Provide | → | Retention |

The biggest gap in the Evidence Life Cycle is the LEA collection and submittal of evidence for processing their cases. The current process for managing digital evidence for both internal and external agencies consists of unsecure and non-centralized methods, such as emails, paper, thumb drives, FTP, and DVDs. This is a cumbersome method for managing evidence, thus causing court delays, redundant processing, duplicate file storage, security breaches and missing evidence, all of which are costly liabilities.

### Purpose

The purpose of this RFP is to assist Williamson County in seeking development of a web based solution that integrates with our current technology assets to provide a complete Digital Evidence Management System (DEMS).

### Current Wilco Owned Assets

| Asset | Description |
|---|---|
| Dedicated Bandwidth | 100M |
| Odyssey | Judicial Case management system with the ability to upload standard document files |
| Tier 1 storage on-premises | 250 TB |
| Lower tiered storage on-premises | As required |
| Odyssey E-discovery | Evidence Distribution tool |
| Laserfiche | Document Management |

**Process Gap Requirements**

The county has identified the following 4 gaps in our DEMS process:

1. Outside Law Enforcement Agency (LEA) portal
2. Wilco internal intake portal
3. Synchronize Odyssey E-discovery's authentication with on-premises audio/video files.
4. Automate file management for demotion of data across different tiers of storage

1 **Outside Law Enforcement Agency (LEA) Portal Requirements:**

- Secure self-service authenticated Portal for outside law enforcement agencies to upload electronic evidence to staging storage area.
- Preferred **.NET Framework (C#,VB)**
- Encryption as required: https, disk and database level.
- Online wizard to walk LEAs through the uploading file process. This wizard should generate the required metadata.
- No limit on file type or size. (All video will be uploaded via .ISO)
- Enable scheduled batch uploads
- SQL Database
- Ability to schedule deletion of files in staging area
- Auditing at the system level (Edit, Create and Delete.) user, date and time stamp, user action, and device IP.
- Notifications for newly uploaded files.
- Ensure security compliancy to all applicable legal mandates

2 **Wilco internal intake portal requirements:**

- Web based user interface for Williamson County Intake personnel to manage the assignment of digital evidence to case files.
- Williamson County intake staff will attach all non-video/audio files to new or existing cases in Odyssey.
- Video/Audio files move to on-premises storage with identifying metadata, while creating a hyperlink loaded into Odyssey
- Ensure security compliancy to all applicable legal mandates

3 **Integration Odyssey E-discovery's authentication with on-premises audio/video files.**

- Create integration with the Odyssey E-discovery's authentication, to mirror the rights management to on premise audio/video case files. This would allow the defense attorneys to authenticate only once to access files in Odyssey along with the audio/video.

- Create log file of accessed audio/video files to integrate with Odyssey's evidence log.

4 **File Management for demotion of data across different tiers of storage**

- Based on predefined parameter metadata automated tiered storage for demotion of data across different tiers. Example: Case is in closed status for 24 months, move to lower tiered storage. This will conserve the higher end storage for active production cases as well as control cost.

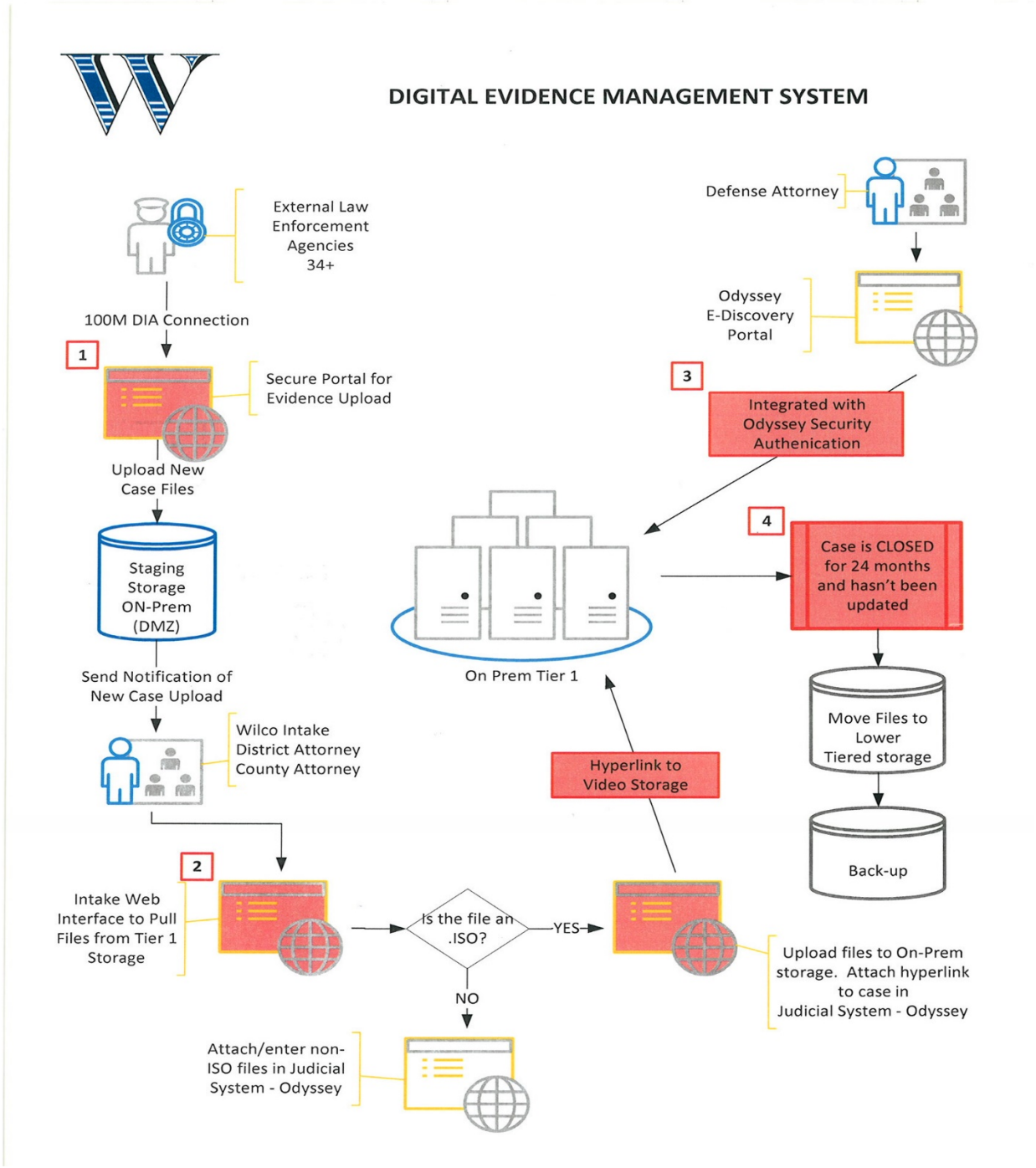
**All 4 points of integration and develop require complete documentation.**

Training -End-user
Technical – Documentation of code, algorithms, interfaces, and APIs.
Architecture/Design – Overview of software. Includes relations to an environment and construction principles used in design of software components.

**Require a Production and Test Environment**

**Submit sample ensuing agreement or contract**

**4 Gap Requirements diagram:**



## Certificate of Interested Parties Texas Ethics Commission (Form 1295)

(Revised 1/21/2016)

**IFB#, RFP#, RFQ# or Contract/agreement# 1702-145**

**Service description/contract Name: Digital Evidence Management Process**

**Vendor Name** _____

Your contract is being recommended to the Williamson County Commissioners Court for approval as a future agenda item.

As you may, or may not be aware, the Texas Legislature passed HB1295 in their last legislative session which added section 2252.908 to the Texas Government Code that now requires that a governmental entity receive a **Certificate of Interested Parties Texas Ethics Commission (Form 1295)** before entering into a contract (new, amended, extended or renewed) that

(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. **A new filing must be completed for each awarded contract (new, amended, extended or renewed) requiring Commissioners' Court approval.**

(2) has a value of at least $1 million.

Accordingly, we are needing your assistance in complying with the new Form 1295 requirements.

WILLIAMSON COUNTY
512.943.3553 Fax 512.943.1575
purchase@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

**Note: Since the majority of contracts with Williamson County require approval by the Commissioners Court, this form will most likely be required in order to approve and execute your contract.**

As of January 1, 2016, Respondents are responsible for complying with this law.

Per the direction of the Texas Legislature, the Texas Ethics Commission made available on its website a new filing process that must be used to file Form 1295.

Information regarding how to use the filing process 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.

If you haven't already done so, your first step in completing Form 1295 will be to create an account. For assistance on how to register and how to complete Form 1295, we would highly encourage you to watch the short "Logging In the First Time– Business User" and "How to Create a Certificate" videos that are posted on the website noted above. In additional there are several other links on the website posted above that may be helpful to you in understanding and completing Form 1295.

Williamson County's guidance in completing Form 1295 is as follows (Please note this is not legal advice):

(1) Who is the contract with – click "Other Governmental Entity"
(2) Agency/Entity Name – Williamson County, Texas
(3) Contract ID Number - enter the Contract# specified at the top of this email
(4) Who is the Signature of officer administering oath (the entire bottom line of the form)– the Notary

With regards to listing your entity's Interested Parties, the Ethics Commission defines the terms controlling interest and intermediary interest is as follows:

**"Controlling interest"** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. . . .

"**Intermediary interest**" means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
(1) receives compensation from the business entity for the person's participation;
(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
(3) is not an employee of the business entity.

**Your help is appreciated in completing and returning Form 1295 at your earliest convenience. Any delay in returning this form will result in delay of approval and/or award of the contract. If this form is not returned, Williamson County will not proceed with the approval and/or award of the contract.**

WILLIAMSON COUNTY
512.943.3553 Fax 512.943.1575
purchase@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

# Proposal References

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:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

**Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

**Form CIQ**
**Page 2**

5 **Name of local government officer with whom filer has affiliation or business relationship.**
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

7

| Signature of person doing business with the governmental entity | Date |
|---|---|

Signature not required if completing in BIDSYNC electronically.

# Question and Answers for Bid #1702-145 - Digital Evidence Management System

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |

**Commissioners Court - Regular Session** **61.**

**Meeting Date:** 03/21/2017

Authorizing the Termination and New Agreement for a Copier

**Submitted For:** Randy Barker **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the termination of current copier lease of the Office of Commissioner Precinct 1 with Ricoh, Inc., pursuant to Paragraph 14 of the original Master Agreement, allowing for termination with a thirty (30) day notice, and authorizing the new copier lease with Texas Document Solutions, per DIR contract # DIR-TSO-3155 in the amount of $104.92/month.

### Background

A request for cancellation of the current copier lease with Ricoh, Inc. was received from Doris Sanchez, Communications Specialist at Office of Commissioner Terry Cook Precinct 1, with the desire to enter into a new copier lease with Texas Document Solutions for sixty (60) months, resulting in a $71.08/month savings for the County. After sending the attached cancellation letter to Ricoh, a new purchase order will be processed for the new copier immediately, in order to ensure uninterrupted copier service for the Office of Commissioner 1.

Research was conducted into the pros and cons for leasing (36 months vs. 60 months) and outright purchasing the machine. This included reviewing maintenance costs, monthly copies included, long term value, and reviewing quotes from different vendors to ensure our due diligence was done before making a decision.

Commissioner Precinct 1 made the decision to lease instead of buy after asking the Legal Department's, Audit Office's and the IT Department's opinion on the issue, as well as communication with EMS Department to access their experience with Sharp products, to ensure the County made a sound business decision.

In choosing to go with a 60 month lease instead of a 36 month lease, we saved $45.27 a month. By choosing to go with Texas Document Solutions (Sharp product), we saved $25.71/month (compared to other quotes).

## Fiscal Impact

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

## Attachments

1 - Original Agreement

2 - Termination Letter

3 - New Quote

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 02:30 PM |
| Form Started By: Sydney Richardson | | Started On: 03/09/2017 01:28 PM |
| Final Approval Date: 03/09/2017 | | |

STATE AND LOCAL GOVERNMENT

# *Product Schedule*

**IMAGE MANAGEMENT PLUS**

IKON **Document Efficiency *At Work.***

A RICOH COMPANY

**Product Schedule Number:** _____ **State and Local Government Master Agreement Number:** 1000350

This Image Management Plus Product Schedule ("Schedule") is made part of the State and Local Government Master Agreement ("Master Agreement") identified on this Schedule between IKON Office Solutions, Inc. ("we" or "us") and Williamson, County of _____ as Customer ("you"). All terms and conditions of the Master Agreement are incorporated into this Schedule and made a part hereof. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Product Schedules to the Master Agreement.

## CUSTOMER INFORMATION

| | |
|---|---|
| Williamson, County of | |
| Customer (Bill To)<br>400 W Main St Suite 216 | Product Location<br>400 W Main St Suite 216 |
| Address<br>Round Rock / Williamson / TX / 78664 | Address<br>Round Rock / Williamson / TX / 78664 |
| City / County / State / Zip | City / County / State / Zip |
| Customer Contact Name:<br>Tammy Smith | Customer Telephone Number:<br>512-733-5380 |
| Fax Number/E-mail Address:<br>tsmith@wilco.org | |

## PRODUCT DESCRIPTION ("Products")

| Quantity | Equipment Description: Make, Model, & Serial Number | Quantity | Equipment Description: Make, Model & Serial Number |
|---|---|---|---|
| 1 | Ricoh MPC2550 | | |
| | | | |
| | | | |
| | | | |

## PAYMENT SCHEDULE

| Minimum Term (mos): | Cost Per Image | Cost of Additional Images | Guaranteed Minimum Monthly/Quarterly/Other Images | Meter Reading/Billing For Additional Images |
|---|---|---|---|---|
| 48 | $_____ | $.011-b/w .079-clr | 2500 b/w 0 color | ☐ Monthly |
| Minimum Payment Without Tax: $176 | Payment Due: ☒ Monthly ☐ Quarterly ☐ Other _____ | | Advance Payment (with tax): $_____ ☐ Apply to 1st Payment ☐ Other _____ | ☒ Quarterly ☐ Other _____ |

Sales Tax Exempt: ☒ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

## TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. The delivery date is to be indicated by signing a separate acceptance form.
2. You, the undersigned Customer, have applied to us to use the above-described items ("Products") for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE.** If we accept this Schedule, you agree to use the above Product(s) on all the terms hereof, including the Terms and Conditions on the Master Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE MASTER AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE MASTER AGREEMENT.**
3. Image Charges/Meters: In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Monthly/Quarterly/Other Images. If you use more than the Guaranteed Minimum Monthly/Quarterly/Other Images in any monthly/quarterly/other period, as applicable, you will additionally pay a charge equal to the number of additional metered images times the Cost of Additional Images. If we determine that you have used more than 20% over the manufacturer's recommended specifications for supplies, you agree to pay reasonable charges for those excess supplies. The meter reading frequency is the period of time (monthly, quarterly, semi-annually or annually) for which the number of images used will be reconciled. The meter reading frequency and corresponding additional charges, if any, may be different than the Minimum Payment frequency. You will provide us or our designee with the actual meter reading upon request. If such meter reading is not received within 7 days, we may estimate the number of images used. Adjustments for estimated charges for additional images will be made upon receipt of actual meter readings. Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

**THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.**

**CUSTOMER**

X [signature] 4/9/09
Authorized Signer

Tammy Smith
(Authorized Signer's printed name)

Comm pct 1 office

**IKON Office Solutions, Inc.**

X _____ Title: _____ Date: _____
Authorized Signer

_____
(Authorized Signer's printed name)

IKON **Document Efficiency** *At Work.*

A RICOH COMPANY

7170 West 43rd Street.Suite 250
7170 W. 43RD ST.
Houston, TX 77092, United States

Tel#: 888-456-6457, ,
Fax#: 888-456-6457, ,

# Packing List

Delivery #/ BOL Number: 26896425

Ship date: 24-NOV-09
Customer Acct#: 2128465

Ship To: 132407

STX WILLIAMSON CNTY
400 W MAIN ST STE 216
ROUND ROCK, TX 78664-5809, United States

Bill To: 132407
GE CAPITAL INFORMATION TECHNOLOG
PO BOX 13487
MACON, GA 31208-3487, United States

1 Austin

| Delivery Line | Qty Shipped | Order # / WO# | Item # | Weight | Description |
|---|---|---|---|---|---|
| 24204339 | 1 | 29863259 IOSC | MPC2550-C*3287232 | 352.7 LBs | CONFIG ASSY.MPC2550<br>Item Serial#: C14075077<br>Manufacturer Serial#: V2495800199<br>Comments: Contact: Tammy Smith Phone: (512) 733-5380 Fax: (999) 999-9999 Email: na@na.com Working Hours: Special Instr: Number of Stairs: Deliver to loading doc: No Elevator Available: No Stair Climbing Equip Needed: No; Packing Instructions: ASAP DELIVERY: Please deliver as soon as possible.<br>***<br>HRS 8-12<br>SH<br>EID :11920586<br>COLOR:10 BLACK&WHITE:15 TOTAL:25 |

Order Comments: Contact: Tammy Smith Phone: (512) 733-5380 Fax: (999) 999-9999 Email: na@na.com Working Hours: Special Instr: Number of Stairs: Deliver to loading doc: No Elevator Available: No Stair Climbing Equip Needed: No

Freight Charge Terms: (freight charges are prepaid unless marked otherwise)
SPECIAL INSTRUCTIONS: Pre-Paid: [ ] Collect: [ ] 3RD PARTY: [ ]

**DELIVERY AND ACCEPTANCE CERTIFICATE**

The Customer named below hereby certifies that each item of equipment or product described below has been delivered, installed and accepted, and Customer hereby agrees that each such item of equipment or product is in good condition and satisfactory for all purposes, including, in the case of any rental agreement or equipment/product schedule ("Agreement") for such equipment or product entered into between Customer and either IKON Financial Services or IKON Office Solutions, Inc., as applicable, for all purposes of the Agreement.

Authorized Signer
X Mary Clark
Dept. _____ Date 11/23/09

NOTE Liability Limitation for loss or damage in this shipment may be applicable. See 49 U.S.C. § 14706(c)(1)(A) and (B).
RECEIVED, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper, on request, and to all applicable state and federal regulations. The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

Shipper Signature

CARRIER SIGNATURE / PICKUP DATE
Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has the U.S. DOT emergency response guidebook or equivalent documentation in the vehicle.

Property described above is received in good order, except as noted

Doc Type 016



# MASTER AGREEMENT Number: 2300 10003350

IOS Capital℠

**CUSTOMER:**

Full Legal Name: WILLIAMSON COUNTY

Address: 710 MAIN ST. SUITE 303

City: GEORGETOWN State: TX Zip: 78626 Contact: GINNY ATKINSON Phone: 512-943 1554

This Master Agreement has been written in clear, easy to understand English. When we use the words "you", "your" or "Customer" in this Master Agreement, we mean you, our customer, as indicated above. When we use the words "we", "us", "our" or "IOS Capital" in this Master Agreement, we mean IOS Capital, Inc., a wholly-owned subsidiary of IKON Office Solutions, Inc. ("IKON"), located at P.O. Box 9115, Macon, GA 31208-9115.

1. Agreement. We agree to rent to you, and you agree to rent from us, subject to the terms of this Master Agreement, the personal and intangible property described in any equipment schedule (a "Schedule") executed by you and us and incorporating the terms of this Master Agreement by reference (the "Agreement"). The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property will be collectively referred to as "Product"). The manufacturer and/or vendor of the tangible Product shall be referred to as the "Vendor." To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software."

2. Schedules; Delivery and Acceptance. Each Schedule that incorporates this Master Agreement shall be governed by the terms and conditions of this Master Agreement, as well as the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Master Agreement and any other Schedule. The termination of this Master Agreement will not affect any Schedules executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery date ("Effective Date"). You agree to sign and return to us a delivery and acceptance certificate within three business days after any Product is installed.

3. Term; Payments. The first scheduled Payment (as specified in the applicable Schedule) ("Payment") will be due ~~on or before the Effective Date~~ 30 days from invoice, recd, & date as stated in Texas Purchasing Law-Vernon's Texas Civil Statutes Article 601f as stated above. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not paid ~~within ten days of its due date, you will pay to us, in addition to that payment, a late charge of 5% of the overdue payment.~~ You agree to pay $25.00 for each check that the bank returns for insufficient funds or for any other reason. You also agree that THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS MASTER AGREEMENT. All payments to us are "net" and are not subject to set off or reduction. Refer to terms and conditions #18.

4. Product Location; Use and Repair. You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any manufacturer's certification and in compliance with applicable laws and in good condition, except for ordinary wear and tear. All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

5. ~~Taxes and Fees. In addition to the payments under this Master Agreement, you agree to pay all taxes, fees, and filing costs related to the use of the Product, even if billed after the end of the term of this Master Agreement or any Schedule. We will file property tax returns and bill you as soon as an invoice from the local jurisdiction is received. If we are required to pay property tax, you agree to reimburse us. If you are required to file and pay the taxes directly to the tax collector, we will notify you in advance in writing.~~

6. Warranties. We transfer to you, without recourse, for the term of each Schedule, any warranties made by the Vendor or Supplier (as defined in Section 10 of this Master Agreement) with respect to the Product rented pursuant to such Schedule. We warrant that we will not interfere with your quiet enjoyment of the use of the Product so long as no event of default under this Master Agreement or any Schedule shall have occurred and be continuing. The parties to this Master Agreement each acknowledge that IOS Capital is a wholly owned subsidiary of IKON. YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE OR DESIGN THE PRODUCT. YOU ACKNOWLEDGE THAT WE DO NOT REPRESENT THE MANUFACTURER, VENDOR OR EQUIPMENT SUPPLIER AND THAT YOU HAVE SELECTED THE PRODUCT AND THE VENDOR BASED ON YOUR OWN JUDGMENT. However, notwithstanding anything to the contrary, if you enter into any maintenance agreement ("Maintenance Agreement") with IKON with respect to any Product, no provision, clause or paragraph of this Master Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that (i) you may have against IKON as a vendor of the Product or in connection with the Maintenance Agreement or (ii) you may have against IKON under Article 2A of the UCC. EXCEPT FOR OUR WARRANTY OF QUIET ENJOYMENT, WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US, YOU RENT THE PRODUCT (S) "AS-IS". The only warranties, express or implied, made to you are the warranties (if any) made by the Vendor to you in any documents executed by and between the Vendor and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT.

7. Loss or Damage. You are responsible for any theft, destruction of, or damage to, the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of similar age and capacity from IKON.

8. Indemnity, Liability and Insurance. (a) The parties to this Master Agreement will indemnify, defend and hold each other harmless from all losses, damages, claims, suits and actions (including court costs and reasonable attorneys' fees) ("Claims") arising out of any breach of this Master Agreement except to the extent caused by the negligence or intentional acts or omissions of the other. (b) Because you have sole possession and control of the Product, you are fully responsible for any Claim, or other damage, injury or loss caused by (or to) the Product resulting from the use, misuse or possession of the Product or any accident or other casualty relating to the Product. We are responsible for damage or injury to third persons when the damage or injury is caused exclusively by our negligent acts or omissions. You agree to maintain insurance to cover the Product ~~and will name us as an additional insured and loss payee on your insurance policy. Such insurance will provide that we will be given 30 days advance notice of any cancellation. If you fail to provide evidence of insurance reasonably satisfactory to us, you authorize us to obtain coverage on your behalf and you agree to pay for this coverage.~~ In the event of loss or damage to the Product, you agree to remain responsible for the payment obligations under this Master Agreement until the payment obligations are fully satisfied.

9. Title; Recording. We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Master Agreement is a true rental. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Master Agreement and/or any Schedule as a financing statement and appoint us or our designee as your attorney-in-fact to execute and file, on your behalf, financing statements covering the Product.



10. Software or Intangibles. To the extent that the Product includes Software or other Intangibles, you understand and agree that we have no right, title or interest in the Software an will comply throughout the term of this Master Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Supplier") are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.

11. Default. Each of the following is a "Default" under this Master Agreement and all Schedules: (a) you fail to pay any Payment or any other payment within 30 days of its due date, (l representation or warranty made by you in this Master Agreement is false or incorrect and/or you do not perform any of your other obligations under this Master Agreement or any Sch or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are diss or you assign your assets for the benefit of your creditors, or you file or have filed against you any bankruptcy or reorganization proceeding, or (d) any guarantor of this Master Agreem of any Schedule does not perform its obligations under the guaranty, becomes subject to one of the events listed in clause (c) above, or (if a guarantor is an individual) dies.

12. Remedies. If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Master Agreement and/or any or all Schedules, or any or all other a ments that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (o renewal of such Schedule), each discounted at a rate equal to 6% per year, compounded monthly, plus (ii) all other amounts then due or that become due under this Master Agreement o Schedule; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender or secured party under the Uni Commercial Code ("UCC"), including without limit, Article 2A of the UCC, and at law or in equity; (f) immediately terminate your right to use the Software including the disabling site or by remote communication) of any Software; (g) demand the immediate return and obtain possession of the Software and relicense the Software at a public or private sale; and/o cause the Supplier to terminate the Software License, support and other services under the Software License. You agree to pay all of our costs of enforcing our rights against you, inclu reasonable attorneys' fees. If we take possession of the Product, we agree to sell or otherwise dispose of it with or without notice, at a public or private sale, and to apply the net proc (after we have deducted all costs related to the sale or disposition of the Product including reasonable attorneys' fees) to the amounts that you owe us. You agree that if notice of sa required by law to be given, 5 days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied such net proceeds.

13. Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS MASTER AGREEMENT OR ANY SCHEDU WITHOUT OUR PRIOR WRITTEN CONSENT. You agree that we may sell or assign any of our interests without notice to you. In that event, the assignee will have such rights a assign to them but none of our obligations (we will keep any such obligations) and the rights of the assignee will not be subject to any claims, defenses or set-offs that you may have against us.

14. Renewal; Return of Equipment. After the minimum term of any Schedule to this Master Agreement, such Schedule will renew on a month-to-month basis unless you notify u writing at least 30 days prior to the expiration of the minimum term of such Schedule and return the Product to us as specified in this Section 14. At the end of or upon termination each Schedule, you will immediately return the Product subject to such expired Schedule to us in as good condition as when you received it, except for ordinary wear and tear, to any pl in the United States that we tell you. We will bear the shipping charges so long as replacement equipment is selected from IKON. Otherwise, you will bear all expenses of deinstall crating and shipping the Product. You will insure the Product for its full replacement value during shipping. You will, upon request from us, obtain from the supplier or manufacturer other maintenance service supplier previously approved by us) a certificate stating that the Product qualifies for a maintenance contract and service at the standard rates and terms then effect. You must pay additional monthly payments, at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and work order by us or our designee.

15. Miscellaneous. You agree that the terms and conditions contained in this Master Agreement and in each Schedule make up the entire agreement between us regarding the rental the Product and supersede all prior written or oral communications, understandings or agreements between the parties relating to the subject matter contained herein, including with limitation, purchase orders. Any purchase order, or other ordering documents, will not modify or affect this Master Agreement or any Schedule, nor have any other legal effect and sh serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing information in this Master Agreement or any Schedule. You acknowledge that you ha not been induced to enter into this Master Agreement by any representation or warranty not expressly set forth in this Master Agreement. Neither this Master Agreement nor any Schedu is binding on us until we sign it. Any change in any of the terms and conditions of this Master Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enfor any of its rights under this Master Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing by t party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on the front of this Master Agreement ( to any other address specified by that party in writing) with postage prepaid. All of our rights and indemnities will survive the termination of this Master Agreement and each Schedule. more than one customer has signed this Master Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to viol any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such exce payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to you.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS MASTER AGREEMEN AND ANY SCHEDULES WILL BE GOVERNED UNDER THE APPLICABLE LAW FOR THE STATE ~~IN WHICH OUR (OR OUR ASSIGNEE'S) PRINCIPAL CORPORAT OFFICES ARE LOCATED~~ OF TEXAS. YOU ALSO AGREE TO SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE ~~IN WHICH OUR (OR OUR ASSIGN EE'S) PRINCIPAL CORPORATE OFFICES ARE LOCATED~~ OF TEXAS. THE PARTIES TO THIS MASTER AGREEMENT EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVEN OF A LAWSUIT. By signing each Schedule, you agree that either (a) you have reviewed, approved, and received, a copy of the Vendor contract and/or the Supplier software license agre ment, or (b) that we have informed you of the identity of the Vendor and Supplier, that you may have rights under the Vendor contract and Supplier license agreement, and that you ma contact the Vendor or Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIE CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST ANY VENDOR OR SUPPLIER).

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession shall constitute chattel paper a that term is defined in the Uniform Commercial Code ("UCC") and shall constitute the original agreement for all purposes, including, without limitation, (i) any hearing, trial or proceedin with respect to such Schedule, and (ii) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the Uniform Commercial Code If you transmit a Schedule to us by facsimile, or by "e-commerce" transmission, if applicable, the facsimile copy or e-commerce transmission as received by us shall be binding agains you as if it were manually signed. However, no facsimile, e-commerce transmission or other version of a Schedule shall be binding against us until manually signed by us. You agree tha the facsimile or e-commerce version of a Schedule manually signed by us shall constitute the original agreement for all purposes, including, without limitation, those outlined above in thi Section. You agree to deliver the facsimile or e-commerce version of any counterpart of the Schedule with your original signature upon our request.

IN WITNESS WHEREOF, the parties have executed this Master Agreement as of OCT 30, 20 00

18. SEE ADDENDUMS: NON-PERFORMANCE AND NON-APPROPRIATION OF FUNDS

PRINTED NAME OF AUTHORIZED SIGNER: _____ IOS CAPITAL, INC.

X John C. Doerfler Date: 10-30-00
Authorized Signer Signature Title: County Judge
WILLIAMSON COUNTY

X _____ Date: 10-31-00
Authorized Signer Signature Title: ACCT. MGR.

**OFFICE OF WILLIAMSON COUNTY JUDGE**
710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

**March 30, 2017**

RICOH USA
Attn: Mr. John Gayaut
9430 Research Blvd., Bldg. IV, Ste 300
Austin, Texas 78759

***In re:*** ***Notice of Contract Termination for 1 Copier; Customer Account No. 2128465***

To Whom It May Concern:

As you are aware, Williamson County Office of Commissioner, Pct. 1 is currently in an expired contract with your company on a month-to-month basis for one copier. In that there is a newly elected commissioner in Precinct 1, the Williamson County Commissioners Court, as the legislative body for the county, has expressly voted to formally terminate this agreement. Pursuant to Paragraph 14 of the original master agreement, which allows for termination with a thirty (30) day notice.

Therefore, the purpose of this letter is to give you official notice that Williamson County elects to terminate the agreement between the parties, and such termination will be effective in thirty (30) calendar days. **Please contact the Office of Commissioner Precinct 1 to confirm details on return of the copier by calling (512) 244-8610.**

Thank you for your prompt attention and assistance in this regard.

Sincerely,

_____
**Hon. Dan Gattis**
**Williamson County Judge**

cc: Williamson County Auditor's Office
DG/sos

# SHARP
# STATE OF TEXAS DIR-TSO-3155 QUOTE

| | |
|---|---|
| Vendor Name: | SHARP Electronics Corp. |
| Address: | SHARP Plaza |
| City, State Zip | Mahwah, NJ 07430 |

Date: 02/20/17

| Customer Name/Invoice Address: | Delivery Address: |
|---|---|
| Williamson County | Williamson County |
| Commissioner Precinct 1 | Commissioner Precinct 1 |
| 1801 E. Old Settlers Blvd., #110 | 1801 E. Old Settlers Blvd., #110 |
| Round Rock, TX 78664 | Round Rock, TX 78664 |

| | | | |
|---|---|---|---|
| Contact Name | Terry Cook | Phone: | 512-244-8610 |
| | | E-Mail: | terrycook@wilco.org |
| Texas Document Solutions, M.D. Leonard | | Quoting Dealer: | Texas Document Solutions, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL |
| Dealer Authorized Signature M Leonard 02/20/17 | | Installing Dealer: | Texas Document Solutions, 2600 Longhorn Blvd., Ste 102 Austin, Texas 78758 512-835-1000 MDL |

| Item | Description | | | Unit Price / Mo. |
|---|---|---|---|---|
| 1 | Sharp MX-3070N; 30 ppm Networked Digital Color Copier<br>w/ 150 Sheet Single Pass Doc. Feed. and (1)X550 Sheet Paper Drawer<br><br>MX-DE26, Stand with (2) X 550 Sheet Paper drawers;<br>MX-FN27, Inner Finisher;<br><br>INCLUDES: 1,000 BLK Copies/mo.; 1,001+ @ $0.0080 ea,<br>ALL COLOR copies @ $0.0500 ea.<br><br>Delivery, Installation, Training,<br>Parts, Labor, Toner, and Staples | | | $104.92 |
| | **State of Texas DIR 60 Month Lease** | | **Monthly Total** | **$104.92** |

**Commissioners Court - Regular Session** **62.**

**Meeting Date:** 03/21/2017

Awarding Bid 1702-141 Clinic Supplies WCRAS

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on awarding IFB 1702-141 Clinic Supplies for Williamson County Regional Animal Shelter to the lowest and best bids meeting specifications, Animal Health International "Patterson Veterinary" & NAO Global as primary and secondary vendors as noted on the recommendation letter.

### Background

After concluding the evaluation of bids received through the County's online bidding site (BidSync) of the two bids received, the Williamson County Regional Animal Shelter is recommending award to both vendors as noted in the recommendation letter. Bid tabulation, price sheets, and recommendation letter are attached.

## Fiscal Impact

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

## Attachments

Bid Tab

Letter

NAO Price List

Patterson Price List

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/09/2017 02:30 PM |
| Form Started By: Thomas Skiles | | Started On: 03/09/2017 02:18 PM |
| Final Approval Date: 03/09/2017 | | |

# Bid #1702-141 - Clinic Supplies for Williamson County Animal Shelter

| | | | |
|---|---|---|---|
| Creation Date | **Feb 3, 2017** | End Date | **Mar 8, 2017 2:00:00 PM CST** |
| Start Date | **Feb 14, 2017 11:57:33 AM CST** | Awarded Date | **Not Yet Awarded** |

**1702-141--01-01 Clinic Supplies for WCRAS**

| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---|---|---|---|---|
| NAO Global ✓ | First Offer - | 1 / each | | | |
| **Product Code:** **Agency Notes:** | | **Supplier Product Code:** **Supplier Notes:** | | | |
| Animal Health International | First Offer - | 1 / each | | | |
| **Product Code:** **Agency Notes:** | | **Supplier Product Code:** **Supplier Notes:** | | | |

**Supplier Totals**

**f NAO Global ✓** **$0.00**

Bid Contact **Priscilla Ayerite**
**info@naoglobal.org**
**Ph 281-886-7876**

Address **HOUSTON, TX 77058**

**Agency Notes:**

**Supplier Notes:**

**Head Attch:**

**f Animal Health International** **$0.00**

Bid Contact **Danielle Raymond**
**danielle.raymond@animalhealthinternational.com**
**Ph 512-529-0254**

Address **2013 cactus valley dr**
**leander, TX 78641**

**Agency Notes:**

**Supplier Notes:**

**Head Attch:**

**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.

Print Close

## Blake Skiles

**From:** Linda Gunter
**Sent:** Thursday, March 09, 2017 9:41 AM
**To:** Jayme H. Jasso
**Cc:** Cheryl Schneider; Blake Skiles; Brenda Fuller
**Subject:** RE: Price Sheet

Brenda can you please award primary vendor to Patterson except these 2 items (for which they can be secondary vendor):

| | |
|---|---|
| Surgical Blade #10 | 100/bx $10.15 -NAO |
| Surgical Blade #15 | 100/bx $10.15 -NAO |

NAO can be awarded primary vendor on those 2 items and secondary on the remaining
Thank you

*Linda Gunter*
Administrative Supervisor
Williamson County Regional Animal Shelter
1855 SE Inner Loop
Georgetown, TX 78626
Phone 512-943-3567
Fax 512-930-8015

---

**From:** Jayme H. Jasso
**Sent:** Wednesday, March 08, 2017 3:02 PM
**To:** Linda Gunter <lgunter@wilco.org>
**Cc:** Cheryl Schneider <cschneider@wilco.org>; Blake Skiles <blake.skiles@wilco.org>; Brenda Fuller <brendafuller@wilco.org>
**Subject:** Fw: Price Sheet

We had a bid opening at 2:00 today. Here are your submittals. Please review and let us know how you would like us to proceed by 5pm Monday, March 13th if possible. Thanks.

***Jayme Jasso***
***Wilco Purchasing Dept.***
***Purchasing main line: 512-943-3553***
***My line: 512-943-1492***
jayme.jasso@wilco.org

---

**From:** Blake Skiles
**Sent:** Wednesday, March 8, 2017 2:26 PM

**To:** Jayme H. Jasso
**Subject:** Price Sheet


# *Blake Skiles*

**Purchasing Specialist III**

**Williamson County Purchasing**

**901 S. Austin Ave.**

**Georgetown, TX 78626**

**(512) 943-1478 / Phone**

**(512) 943-1575 / Fax**

**blake.skiles@wilco.org**


***"Get us involved early, we know how to get you there!"***



NAO GLOBAL HEALTH LLC
700 GEMINI AV, SUITE 230
HOUSTON, TX 77058
E: info@naoglobal.org
T: 281-88-7876
F:281-581-0301

| Desctrption | SIZE | UOM | BRAND OR GENERIC W/PROD # | QTY 12 mo est | UNIT PRICE | EXT COST/ ea/box/ca se |
|---|---|---|---|---|---|---|
| Syringe, 3cc w/needle LL 22X1 | 3cc | 100/box | Becton dickinson 309572 | 155 | $ 15.73 | $ 2,438.15 |
| Syringe, 1cc w/needle LL 25X5/8 | 1cc | 100/box | Henry Schein 12558SN | 205 | $ 21.20 | $ 4,346.00 |
| Syringe, 1cc w/o needle | 1cc | 100/box | Henry Schein 9004480 | 25 | $ 8.11 | $ 202.75 |
| Syringe, 6cc no needle LL | 6cc | 100/box | Henry Schein 241HS | 10 | $ 9.24 | $ 92.40 |
| Syringe, 10cc no needle LL | 10cc | 100/box | Henry schein 904476 | 20 | $ 11.97 | $ 239.40 |
| Syringe, U-40 .5 cc, 29X.5" | .5cc | 100/box | Exel International Inc. 26036 | 12 | $ 12.12 | $ 145.44 |
| Syringe, U-100, .3cc, 29X.5" | .3cc | 100/box | Cardinal Health ED032905IN | 4 | $ 36.96 | $ 147.84 |
| Syringe, 60cc, | 60cc | 25/box | Exel International Inc. 26300 | 6 | $ 22.39 | $ 134.34 |
| Needles 20 GA 1.5" | 20GA | 100/box | Smiths Medical ASD, Inc 402015 | 4 | $ 30.65 | $ 122.60 |
| Needles 22GA 1.5" | 22GA | 100/box | Smiths Medical ASD, Inc 402215 | 4 | $ 30.65 | $ 122.60 |
| Needles 18GA 1.0" | 18GA | 100/box | Smiths Medical ASD, Inc 401810 | 10 | $ 30.65 | $ 306.50 |
| Needles 25GA 1.0" | 25GA | 100/box | Henry Schein 02N2251 | 1 | $ 10.18 | $ 10.18 |
| Cotton Balls | | bulk box | Covidien 2600 | 6 | $ 15.81 | $ 94.86 |
| Cotton Swabs with Wooden Handles 6" | 6 inch | 500/box | Puritan Medical Products 806-WCL | 1 | $ 5.32 | $ 5.32 |
| Exam Gloves-latex w/o powder Large | large | 100/box | Henry Schein 1026730 | 175 | $ 8.16 | $ 1,428.00 |
| Exam Gloves-latex w/o powder Med | medium | 100/box | Henry Schein 1025421 | 110 | $ 8.16 | $ 897.60 |
| Exam Gloves-latex w/o powder Small | small | 100/box | Henry Schein 1025419 | 45 | $ 8.16 | $ 367.20 |
| Microscope Slides Plain | | 100 box | Globe Scientific Inc. 2055 | 2 | $ 153.52 | $ 307.04 |
| Microscope Cover Slips | | 100 box | Jorgensen Laboratories 015220 | 2 | $ 5.50 | $ 11.00 |
| surgical blade #10 | #10 | 100/box | Henry Schein 01488 | 2 | $ 10.15 | $ 20.30 |
| surgical blade #15 | #15 | 100/box | Henry Schein 01492 | 35 | $ 10.15 | $ 355.25 |
| Thermometer Digital | | ea | | 4 | $ 75.79 | $ 303.16 |
| Tongue Depressors | | 500/box | Cardinal Health C1565-006 | 25 | $ 24.52 | $ 613.00 |
| Kwik stop | 1.5 oz | ea | Pavia Sales Group 4972346 | 4 | $ 13.44 | $ 53.76 |
| Elasticon Tape 2 inch | 2 inch | 12/box | Johnson & Johnson 100517000 | 2 | $ 40.19 | $ 80.38 |
| Elasticon Tape 1 inch | 1 inch | 12/bx | Johnson & Johnson 700517200 | 2 | $ 21.58 | $ 43.16 |
| Feeding Tube, Red, 12FR, 16" | size 12 | ea | Gimborn 463522 | 6 | $ 12.68 | $ 76.08 |
| Bottle, plastic w Yorker, tapered tip 16oz | 16 oz | box | Henry schein 019940 | 6 | $ 8.57 | $ 51.42 |
| Bottle, plastic w Yorker, tapered tip 4oz | 4 oz | box | Henry schein 019938 | 12 | $ 4.60 | $ 55.20 |
| Pill Crusher | | ea | Dukal Corporation 6340 | 4 | $ 87.69 | $ 350.76 |
| Pill Cutter | | ea | Dukal Corporation 6341 | 4 | $ 4.48 | $ 17.92 |
| Pet Nurser 2oz | 2 oz | 6/box | Pet Ag 99801 | 24 | $ 14.81 | $ 355.44 |
| Per Nurser 4oz | 4 oz | 6/box | Pet Ag 99804 | 12 | $ 14.33 | $ 171.96 |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Needle, Suture,3/8 Circle Cut, Size 8, 12/pk | size 8 | box | Miltex-Integra Miltex MS140-8 | 6 | $ 31.55 | $ 189.30 |
| Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk | size 10 | box | Miltex-Integra Miltex MS140-10 | 6 | $ 31.72 | $ 190.32 |
| Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk | size 12 | box | Miltex-Integra Miltex MS140-12 | 6 | $ 35.62 | $ 213.72 |
| Needle, Suture,3/8 Circle Cut, Size 14, 12/pk | size 14 | box | Miltex-Integra Miltex MS140-14 | 12 | $ 35.62 | $ 427.44 |
| IV Drip Lines 10 drip 1 inj PVL | 103" | ea | NO BID | 60 | $ - | $ - |
| Suture Cassette 0 absorb, monofilament | 0 | cassette/25M | Polydox-SMC-10 | 12 | $ 117.81 | $ 1,413.72 |
| Suture Cassette 2-0 absorb, monofilament | 2-0 | cassette/25M | Polydox-SMC-20 | 12 | $ 94.85 | $ 1,138.20 |
| Suture Cassette 3-0 absorb, monofilament | 3-0 | cassette/25M | Polydox-SMC-30 | 20 | $ 79.44 | $ 1,588.80 |
| Vet Wrap 2" | 2 inch | box | 3M 1404BU | 6 | $ 33.41 | $ 200.46 |
| Vet Wrap 4" | 4 inch | box | 3M 1410BU | 2 | $ 33.41 | $ 66.82 |
| Gauze Wrap | 2 inch | box | Dukal Corporation (602) | 4 | $ 2.40 | $ 9.60 |
| Porous Tape 2" | 2 inch | box | Zonas Brand 5106 | 2 | $ 16.17 | $ 32.34 |
| Porous Tape 1" | 1 inch | box | Zonas Brand 5104 | 2 | $ 16.17 | $ 32.34 |
| Telfa Pads | 3X4 inch | 100/box | Kendall 2132 | 6 | $ 16.43 | $ 98.58 |
| Sterile Vials, INJ, Clear | 30ml | 25/box | Hospira Worldwide, Inc 0602103 | 4 | $ 305.51 | $ 1,222.04 |
| Cast Padding, cotton and rayon blend, 6" | 6 inch | 25/cs | BSN Medical 9046S | 4 | $ 166.34 | $ 665.36 |
| Carpal Splint, Spoon Type 15 inch | 15 inch | ea | Jorgensen Labs J0650D | 2 | $ 17.94 | $ 35.88 |
| Carpal Splint, Spoon Type 18 inch | 18 inch | ea | Jorgensen Labs J0650E | 4 | $ 23.01 | $ 92.04 |
| E Collar 10in | 10 inch | ea | FIVE STAR SUPPLIES CORPORATION-EC-10 | 6 | $ 2.00 | $ 12.00 |
| E Collar 15in | 15 inch | ea | FIVE STAR SUPPLIES CORPORATION-EC-15 | 6 | $ 2.64 | $ 15.84 |
| E Collar 25in | 25 inch | ea | FIVE STAR SUPPLIES CORPORATION-EC-25 | 12 | $ 4.36 | $ 52.32 |
| Autoclave Indicator Tape ½ " | 1/2 inch | 72/box | Henry Schein Inc.ST-072HS | 6 | $ 177.30 | $ 1,063.80 |
| Surgery Gloves Triflex Size 6.0 | 6 | box | Ansell Healthcare Products LLC (7822PF) | 2 | $ 38.35 | $ 76.70 |
| Surgery Gloves Triflex Size 6.5 | 6.5 | box | Ansell Healthcare Products LLC (7823PF) | 2 | $ 38.35 | $ 76.70 |
| Surgery Gloves Triflex Size 7.0 | 7 | box | Ansell Healthcare Products LLC (7824PF) | 10 | $ 38.35 | $ 383.50 |
| Surgery Gloves Triflex Size 7.5 | 7.5 | box | Ansell Healthcare Products LLC (7825PF) | 50 | $ 38.35 | $ 1,917.50 |
| Surgery Gloves Triflex Size 8.0 | 8 | box | Ansell Healthcare Products LLC (7826PF) | 2 | $ 38.35 | $ 76.70 |
| Drapes, Surgery, Disposable | 38 | 100yards/box | Jorgensen Labs J0258 | 10 | $ 97.50 | $ 975.00 |
| Gauze pads 3X3 | 3inch X 3inch | 200/pckg | Crosstex International (ENC3NWU) | 210 | $ 6.83 | $ 1,434.30 |
| Instrument Lube Milk | gallon | bottle | Henry Schein T2TBC | 10 | $ 30.34 | $ 303.40 |
| Huck Towels | 18" X 18" | 100/CASE | Medical Action Industries 731-G | 50 | $ 146.37 | $ 7,318.50 |
| Tatoo Ink Green Paste | oz | ea | KETCHUM MFG -KI-1479-039 | 4 | $ 47.37 | $ 189.48 |
| Skin Stapler | 35Ct Wide | ea | 3M 3995 | 6 | $ 25.86 | $ 155.16 |
| Skin Staple Remover | | ea | 3M Medical Products SR-1 | 6 | $ 4.80 | $ 28.80 |
| Surgical Glue | 2ml | bottle | Henry Schein CA1999 | 110 | $ 13.91 | $ 1,530.10 |
| Anesthesia Mask Feline Large | Large | ea | Midmark 93805029 | 2 | $ 62.40 | $ 124.80 |
| Anesthesia Mask Canine Large | Large | ea | Midmark 93815028 | 2 | $ 72.80 | $ 145.60 |
| Anesthesia Mask Canine Small | Small | ea | Midmark 93815026 | 2 | $ 72.80 | $ 145.60 |
| Endotracheal Tubes #3 | #3 | ea | Kruuse 271915 | 1 | $ 2.70 | $ 2.70 |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| Endotracheal Tubes #4 | #4 | ea | Henry Schein 7040 | 1 | $ 3.70 | $ 3.70 |
| Endotracheal Tubes #5 | #5 | ea | Henry Schein 7050 | 1 | $ 3.70 | $ 3.70 |
| Endotracheal Tubes #6 | #6 | ea | Kruuse 271945 | 1 | $ 2.70 | $ 2.70 |
| Endotracheal Tubes #7 | #7 | ea | Henry Schein 7070 | 1 | $ 3.70 | $ 3.70 |
| Endotracheal Tubes #8 | #8 | ea | Henry Schein 7080 | 1 | $ 3.70 | $ 3.70 |
| Catheter, Insyte | 18 GA | ea | **Becton Dickinson 381244** | 6 | $ 2.20 | $ 13.20 |
| Catheter, Insyte | 22 GA | ea | Becton Dickinson 381223 | 6 | $ 2.10 | $ 12.60 |
| Catheter, Insyte | 24 GA | ea | Becton Dickinson 381212 | 6 | $ 3.70 | $ 22.20 |
| Adaptor Plug, Male | | ea | Zoetis 10014528 | 6 | $ 1.88 | $ 11.28 |
| T-Connector | 7" | ea | Zoetis 10014483 | 6 | $ 4.10 | $ 24.60 |

| PRODUCT DESCRIPTION | SIZE | UOM | BRAND OR GENERIC W/PROD # | QTY 12 mo est | UNIT PRICE | EXT COST/ ea/box/case |
|---|---|---|---|---|---|---|
| Syringe, 3cc w/needle LL 22X1 | 3cc | 100/box | Nipro or equi | 155 | 5.11 | 792.05 |
| Syringe, 1cc w/needle LL 25X5/8 | 1cc | 100/box | Nipro or equi | 205 | 7.95 | 1629.75 |
| Syringe, 1cc w/o needle | 1cc | 100/box | Nipro or equi | 25 | 6.77 | 169.25 |
| Syringe, 6cc no needle LL | 6cc | 50/box | Nipro or equivalent | 10 | 8.49 | 84.90 |
| Syringe, 10cc no needle LL | 10cc | 100/box | Nipro or equi | 20 | 8.64 | 172.80 |
| Syringe, U-40 .5 cc, 29X.5" | .5cc | 100/box | | 12 | 7.95 | 95.40 |
| Syringe, U-100, .3cc, 29X.5" | .3cc | 100/box | | 4 | 8.52 | 34.08 |
| Syringe, 60cc, | 60cc | 25/box | | 6 | 11.36 | 68.16 |
| Needles 20 GA 1.5" | 20GA | 100/box | | 4 | 2.68 | 10.72 |
| Needles 22GA 1.5" | 22GA | 100/box | | 4 | 2.68 | 10.72 |
| Needles 18GA 1.0" | 18GA | 100/box | | 10 | 2.68 | 26.80 |
| Needles 25GA 1.0" | 25GA | 100/box | | 1 | 2.68 | 2.68 |
| Cotton Balls | | bulk box | | 6 | 5.16 | 30.96 |
| Cotton Swabs with Wooden Handles 6" | 6 inch | 500/box | | | 3.30 | |
| Exam Gloves-latex w/o powder Large | large | 100/box | | 175 | 3.47 | 607.25 |
| Exam Gloves-latex w/o powder Med | medium | 100/box | | 110 | 3.47 | 381.70 |
| Exam Gloves-latex w/o powder Small | small | 100/box | | 45 | 3.47 | 156.15 |
| Microscope Slides Plain | | 100 box | | 2 | 1.99 | 3.98 |
| Microscope Cover Slips | | 100 box | | 2 | 2.05 | 4.10 |
| surgical blade #10 | #10 | 100/box | | 2 | 11.36 | 22.72 |
| surgical blade #15 | #15 | 100/box | | 35 | 11.36 | 397.60 |
| Thermometer Digital | | ea | | 4 | 5.00 | 20.00 |
| Tongue Depressors | | 500/box | | 25 | 3.35 | 83.75 |
| Kwik stop | 1.5 oz | ea | | 4 | 8.33 | 33.32 |
| Elasticon Tape 2 inch | 2 inch | 12/box | Johnson & Johnson or equiv | 2 | 16.60 | 33.20 |
| Elasticon Tape 1 inch | 1 inch | 12/bx | Johnson & J | 2 | 16.60 | 33.20 |
| Feeding Tube, Red, 12FR, 16" | size 12 | ea | | 6 | 0.91 | 5.46 |
| Bottle, plastic w Yorker, tapered tip 16oz | 16 oz | box | | 6 | 0.53 | 3.18 |
| Bottle, plastic w Yorker, tapered tip 4oz | 4 oz | box | | 12 | 8.98 | 107.76 |
| Pill Crusher | | ea | | 4 | 1.19 | 4.76 |
| Pill Cutter | | ea | | 4 | 3.86 | 15.44 |
| Pet Nurser 2oz | 2 oz | 6/box | | 24 | 8.18 | 196.32 |
| Per Nurser 4oz | 4 oz | 6/box | | 12 | 1.28 | 15.36 |

| PRODUCT DESCRIPTION | SIZE | UOM | BRAND OR GENERIC W/PROD # | QTY 12 mo est | UNIT PRICE | EXT COST/ ea/box/case |
|---|---|---|---|---|---|---|
| Needle, Suture,3/8 Circle Cut, Size 8, 12/pk | size 8 | box | | 6 | 8.86 | 53.16 |
| Needle, Suture, 3/8 Circle Cut, Size 10, 12/pk | size 10 | box | | 6 | 8.86 | 53.16 |
| Needle, Suture, 3/8, Circle Cut,Size 12, 12/pk | size 12 | box | | 6 | 8.86 | 53.16 |
| Needle, Suture,3/8 Circle Cut, Size 14, 12/pk | size 14 | box | | 12 | 8.86 | 106.32 |
| IV Drip Lines 10 drip 1 inj PVL | 103" | ea | | 60 | 2.56 | 153.60 |
| Suture Cassette 0 absorb, monofilament | 0 | cassette/25M | | 12 | 62.19 | 746.28 |
| Suture Cassette 2-0 absorb, monofilament | 2-0 | cassette/25M | | 12 | 52.36 | 628.32 |
| Suture Cassette 3-0 absorb, monofilament | 3-0 | cassette/25M | | 20 | 43.05 | 861.00 |
| Vet Wrap 2" | 2 inch | box | | 6 | 30.41 | 182.46 |
| Vet Wrap 4" | 4 inch | box | | 2 | 20.47 | 40.94 |
| Gauze Wrap | 2 inch | box | | 4 | 0.76 | 3.04 |
| Porous Tape 2" | 2 inch | box | Zonas Brand | 2 | 12.44 | 24.88 |
| Porous Tape 1" | 1 inch | box | Zonas Brand | 2 | 12.44 | 24.88 |
| Telfa Pads | 3X4 inch | 100/box | Kendall Bran | 6 | 16.33 | 97.98 |
| Sterile Vials, INJ, Clear | 30ml | 25/box | | 4 | 56.82 | 227.28 |
| Cast Padding, cotton and rayon blend, 6" | 6 inch | 4 yards/bo | BSN Medical | 4 | 14.30 | 57.20 |
| Carpal Splint, Spoon Type 15 inch | 15 inch | ea | | 2 | 10.45 | 20.90 |
| Carpal Splint, Spoon Type 18 inch | 18 inch | ea | | 4 | 13.41 | 53.64 |
| E Collar 10in | 10 inch | ea | | 6 | 1.10 | 6.60 |
| E Collar 15in | 15 inch | ea | | 6 | 1.97 | 11.82 |
| E Collar 25in | 25 inch | ea | | 12 | 2.64 | 31.68 |
| Autoclave Indicator Tape ½ " | 1/2 inch | box | | 6 | 2.39 | 14.34 |
| Surgery Gloves Triflex Size 6.0 | 6 | box | | 2 | 28.41 | 56.82 |
| Surgery Gloves Triflex Size 6.5 | 6.5 | box | | 2 | 28.41 | 56.82 |
| Surgery Gloves Triflex Size 7.0 | 7 | box | | 10 | 28.41 | 284.10 |
| Surgery Gloves Triflex Size 7.5 | 7.5 | box | | 50 | 28.41 | 1420.50 |
| Surgery Gloves Triflex Size 8.0 | 8 | box | | 2 | 28.41 | 56.82 |
| Drapes, Surgery, Disposable | 38 | 100yards/box | | 10 | 59.09 | 590.90 |
| Gauze pads 3X3 | 3inch X 3inch | 200/pckg | | 210 | 1.52 | 319.20 |
| Instrument Lube Milk | gallon | bottle | | 10 | 16.13 | 161.30 |
| Huck Towels | 18" X 18" | ea | | 50 | 6.82 | 341.00 |
| Tatoo Ink Green Paste | oz | ea | | 4 | 5.45 | 21.80 |

Substitute equivalent as Triflex brand is discontinued

| PRODUCT DESCRIPTION | SIZE | UOM | BRAND OR GENERIC W/PROD # | QTY 12 mo est | UNIT PRICE | EXT COST/ ea/box/case |
|---|---|---|---|---|---|---|
| Skin Stapler | | ea | | 6 | 10.28 | 61.68 |
| Skin Staple Remover | | ea | | 6 | 3.69 | 22.14 |
| Surgical Glue | 2ml | bottle | | 110 | 7.95 | 874.50 |
| Anesthesia Mask Feline Large | | ea | | 2 | 15.51 | 31.02 |
| Anesthesia Mask Canine Large | | ea | | 2 | 17.05 | 34.10 |
| Anesthesia Mask Canine Small | | ea | | 2 | 17.05 | 34.10 |
| Endotracheal Tubes #3 | #3 | ea | | 1 | 1.45 | 1.45 |
| Endotracheal Tubes #4 | #4 | ea | | 1 | 1.45 | 1.45 |
| Endotracheal Tubes #5 | #5 | ea | | 1 | 1.45 | 1.45 |
| Endotracheal Tubes #6 | #6 | ea | | 1 | 1.45 | 1.45 |
| Endotracheal Tubes #7 | #7 | ea | | 1 | 1.45 | 1.45 |
| Endotracheal Tubes #8 | #8 | ea | | | 1.45 | |
| Catheter, Insyte | 18 GA | ea | Becton Dicke | 6 | 0.90 | 5.40 |
| Catheter, Insyte | 22 GA | ea | Becton Dicke | 6 | 0.90 | 5.40 |
| Catheter, Insyte | 24 GA | ea | Becton Dicke | 6 | 0.90 | 5.40 |
| Adaptor Plug, Male | | ea | Abbott 32086 | 6 | 0.91 | 5.46 |
| T-Connector | | ea | Abbott 32018 | 6 | 2.56 | 15.36 |

**Commissioners Court - Regular Session** **63.**

**Meeting Date:** 03/21/2017

Cradlepoint Lease Via GTS Tech Sol and Dell Fin

**Submitted For:** Randy Barker **Submitted By:** Thomas Skiles, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take any appropriate action to approve lease of CradlePoint hardware and maintenance from vendor GTS Technology Solutions under DIR-TSO-3652 and financing from Dell Financial Services through DIR-SDD-1951. Action includes authorizing County Judge to sign related documents (Note: lease has total of 3 annual payments and is estimated at $258,365.00 with first payment in FY17 of $90,016.95—the finalized lease schedule to be issued by Dell Financial and submitted for final approval at a later date).

### Background

Technology Services has budgeted to replace 1/3 of the current fleet of Rocket units this year with the CradlePoint units, which was set as $93,484 in (003010, Computer Equipment < $5k). This money would be leveraged for the lease. Doing the lease would save the County from expending most of the budgeted $42,000 for maintenance for the Rocket product. Because we would not be paying maintenance on the older Rocket products over the next 3 years, the County would save $19,527 by going with the lease.

## Fiscal Impact

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

## Attachments

Quote

Agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:05 PM |
| Form Started By: Thomas Skiles | | Started On: 03/09/2017 02:34 PM |
| Final Approval Date: 03/14/2017 | | |

# Quote

| | |
|---|---|
| **Quote #:** | **QT0005335** |
| **Date:** | 2/21/2017 |
| **Delivery Date:** | |
| **Expire Date:** | 3/20/2016 |
| **Customer ID:** | TXWLCO13004 |
| **Sales Contact:** | Jeremy Kling |

GTS Technology Solutions
9211 Waterford Centre Blvd
Suite 125
Austin, TX, 78758
Phone: (512) 452-0651

| QUOTE FOR: | SHIP TO: |
|---|---|
| Williamson County | Williamson County |

| CUSTOMER P.O. NO. | TERMS | SALES REP |
|---|---|---|
| Jeremy | Net 30 Days | Herschel Sova |

| SHIPPING TERMS | SHIP VIA |
|---|---|
| | |

| NO. | ITEM | CONTRACT | QTY. | UOM | PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | IBR1100LP6-NA: CradlePoint Cellular router for in-vehicle with embedded LTE Advanced (Cat 6) modem and WiFi for all North American carriers | DIR-TSO-3652 | 250.00 | EACH | $624.87 | $156,217.50 |
| 2 | ECM-PRM-CC3YR: 3-yr Enterprise Cloud Manager Prime + CradleCare Support, Cat 2 prod | DIR-TSO-3652 | 250.00 | EACH | $221.55 | $55,387.50 |
| 3 | AP-IBR1100-Q-BL: ANTENNAS PLUS MIMO ANTENNA DESIGNED SPECIFICALLY FOR THE CRADLEPOINT COR-IBR1100 - BLACK | DIR-TSO-3652 | 250.00 | EACH | $187.04 | $46,760.00 |

For questions regarding this quote, please contact Jeremy Kling at 512-681-6257.This quote is valid for 30 days unless otherwise noted.

| | | | |
|---|---|---|---|
| **Total Weight (EACH):** | 0 | **Sales Total:** | $258,365.00 |
| **Total Volume (EACH):** | 0 | **Freight & Misc.:** | $0.00 |
| | | **Tax Total:** | $0.00 |
| | | **Total (USD):** | $258,365.00 |

*These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.*

Dell Financial Services™

**Prepared For:**

**Williamson County, Texas**
**Richard Semple**
**Operations Director**
**512-943-1489**
rsemple@wilco.org

**February 23, 2017**

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

| | |
|---|---|
| Term | 36 |
| Option | TELP |
| Payments: | Annual |
| Consolidation: | Monthly |
| Payments Due: | Advance |
| Interim Rent: | None |

| GTS Quote numbers | Summary Product Description | Product Price | Quantity | Extended Price | Rate Factor | 3 Payments |
|---|---|---|---|---|---|---|
| QT0005335 | IBR / ECM / AP-IBR100 | $258,365.00 | 1 | $258,365.00 | 0.34841 | $90,016.95 |
| | | | | | | |
| | TOTALS | | 1 | $258,365.00 | | $90,016.95 |

**PLEASE NOTE: (1)**

**Rate Factor: is Contingent upon and PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-SDD-1951, Master Lease Agreement Appendix (F)". Other related DFS documentation will also be required, (unless already on file) such as: (Secretary/Clerk form, Insurance information form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for all schedules of $500,000 or greater. The person who signs the PO, MUST also be on the Sec/Clerk certificate (or) whomever is on the Sec/Clerk certificate as authorized signer, they will need to co-sign the PO.**

**Proposal Expiration Date:**
**May 24, 2017**

**Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.**

**End of Term Options:**

**Tax Exempt Lease Purchase (TELP):**

- **Exercise the option to purchase the products for $1.00.**
- **Return all products to lessor at the lessee's expense.**

**Michael Hall**
**Account Executive III**
**Education - State & Local Government**
**Dell | Financial Services**
**Cell: 512-695-1786**
Michael_Hall@dell.com

**Additional Information:**

**LEASE QUOTE:** The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.**

**PURCHASE ORDER:** The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

**INSURANCE:** The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

**APPROPRIATION COVENANT:** The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

**DOCUMENTATION:** In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

**PROPOSAL VALIDITY / APPROVALS:** This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

**Commissioners Court - Regular Session** **64.**

**Meeting Date:** 03/21/2017

Approval of Election Systems & Software Agreement

**Submitted For:** Randy Barker **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take any appropriate action regarding approval of long-form agreement with Election Systems & Software, LLC for hardware maintenance and iVotronic software license and maintenance to support operations of Williamson County Elections Department (note: sole source purchase granted by minute order of Commissioners Court on September 6, 2016 under agenda item #61).

**Background**

Requested by Kay Eastes, Deputy Elections Administrator at the Williamson County Elections Office; This sole source was already approved by Commissioners Court, but due to a change in the Vendor's management, the Agreement wasn't included with the initial sole source justification packet. Audit and Legal have reviewed and approved the Agreement. The original sole source justification packet is included for your convenience.

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**Fiscal Impact**

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

**Attachments**

1 - Agreement

2 - Sole Source Justification Packet

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:05 PM |
| Form Started By: Sydney Richardson | | Started On: 03/13/2017 01:31 PM |
| Final Approval Date: 03/14/2017 | | |

**ELECTION SYSTEMS & SOFTWARE, LLC**
**HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT**

THIS HARDWARE MAINTENANCE AND SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES AGREEMENT ("Agreement") is made effective as of the date set forth below, by and between Election Systems & Software, LLC, a Delaware Limited Liability Company ("ES&S") and **Williamson County, Texas** ("Customer").

RECITALS:

A. ES&S has sold to Customer the proprietary voter tabulation equipment ("Equipment") and licensed the software ("Software") described on Attachment 1 and Customer now desires to obtain maintenance services for such Equipment and license, maintenance and support services for such Software.

B. ES&S has agreed to provide such services, subject to the terms and conditions of this Agreement.

C. This Agreement supersedes and replaces in their entirely any and all prior agreements between ES&S and Customer respecting maintenance services for such Equipment and license, maintenance and support services for such Software.

NOW, THEREFORE, in consideration of the foregoing recitals (which are specifically incorporated herein by this reference) and the mutual representations, warranties, covenants and agreements set forth below, the parties hereby agree as follows:

## ARTICLE I
## GENERAL

1. **Term; Termination.** This Agreement for Hardware Maintenance and Software License, Maintenance and Support Services shall be in effect for the coverage period as described in Attachment 1 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for an unlimited number of successive **One-Year Periods** (each a "Renewal Period") until this Agreement terminated by the first to occur of (a) either party's written election not to renew , which shall be delivered to the other party at least sixty (60) days prior to the end of the Initial Term or any Renewal Period, as applicable, (b) the date which is thirty (30) days after either party notifies the other that it has materially breached this Agreement, if the breaching party fails to cure such breach (except for a breach pursuant to subsection (e), which will require no notice), (c) the date which is thirty (30) days after ES&S notifies Customer that it is no longer able to procure replacement parts that may be needed in order to perform the Hardware Maintenance Services contemplated hereunder, (d) the date on which the Equipment or firmware installed thereon is no longer certified by federal and/or state authorities for use in Customer's jurisdiction, or (e) the date which is thirty (30) days after Customer fails to pay any amount due to ES&S under this Agreement. The termination of this Agreement shall not relieve Customer of its liability to pay any amounts due to ES&S hereunder and shall only entitle Customer to a prorated refund of any fees already paid to ES&S in the event that this is Agreement is terminated pursuant to subsection 1(c) or 1(d) above.

2. **Fees.** In consideration for ES&S' agreement to provide Hardware Maintenance Services and Software License, Maintenance and Support Services under this Agreement, Customer shall pay to ES&S the Hardware Maintenance and Software License, Maintenance and Support Fees set forth on Attachment 1 for the Initial Term and any Renewal Periods. The Hardware Maintenance and Software License, Maintenance and Support Fees for the Initial Term are due as set forth on Attachment 1. ES&S may increase the Hardware Maintenance and Software License, Maintenance and Support Fees for a Renewal Period by not more than 5% of the amount of the most recent Fees paid by Customer. All fees for any Renewal Period shall be due and payable no later than thirty (30) days prior to the beginning of such Renewal Period. The Software License, Maintenance and Support Fee shall be comprised of (i) a fee for the Software License, Maintenance and Support provided for the ES&S Firmware, and (ii) a fee for the Software License, Maintenance and Support provided for all other ES&S Software, and shall be in addition to any fees or charges separately referred to in any Section of this Agreement. If Customer elects to receive Software License, Maintenance and Support for an Add-On or New Product during

the Initial Term or any Renewal Period thereof, ES&S will charge an incremental Software License, Maintenance and Support Fee for such services. In the event Customer terminates this Agreement through no fault of ES&S and later desires to subscribe for a Hardware Maintenance and Software License, Maintenance and Support plan, or otherwise changes its Hardware Maintenance and Software License, Maintenance and Support plan with ES&S during the Initial Term or any Renewal Period thereof, ES&S will charge the Customer its then current contract administration fee in order to process such new subscription for, or change in, Hardware Maintenance and Software License, Maintenance and Support plan coverage.

## ARTICLE II
## HARDWARE

1. **Maintenance Services.** The Hardware Maintenance Services to be provided to Customer under this Agreement for the ES&S equipment set forth on Attachment 1 (the "Products") shall be subject to the following terms and conditions:

a. **Routine Maintenance Services.** An ES&S Representative shall provide such services as may be necessary to keep the Products working in accordance with their Documentation, normal wear and tear excepted ("Normal Working Condition"). The services provided by ES&S pursuant to this Subsection 1(a) are referred to herein as "'Routine Maintenance Services. Routine Maintenance Services shall be provided once each **Twelve (12) Months** during the Initial Term or any Renewal Period thereof. Generally, Routine Maintenance Services shall include cleaning, lubrication, diagnostic check, and calibration services. The Routine Maintenance Services shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the Equipment, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Customer may request that Routine Maintenance Services be performed more than once during the Initial Term or any Renewal Period. Any such request shall be made at least sixty (60) days before the Routine Maintenance Services are desired. The per-unit fee for such additional Routine Maintenance Services is set forth on Attachment 1 and shall be due within thirty (30) days after invoice date. At the request of Customer, ES&S shall provide a reasonably detailed record of all Routine Maintenance Services performed with respect to the Products. ES&S will schedule the Routine Maintenance Services with Customer. The Routine Maintenance Services will be provided at Customer's Designated Location. Customer's "Designated Location" shall mean Customer's owned or leased facility at which Customer desires ES&S to perform the Hardware Maintenance Services.

b. **Repair Services.**

i. **Defects Under Normal Use and Service.** If a defect or malfunction occurs in any Product while it is under normal use and service, Customer shall promptly notify ES&S, and ES&S shall use reasonable efforts to restore the item to Normal Working Condition as soon as practicable. The services provided by ES&S pursuant to this Subsection 1(b)(i) are referred to herein as "Repair Services". ES&S will perform Repair Services in conjunction with a Routine Maintenance Service event at the Customer's Designated Location.

ii. **Defects Due to Customer Actions or Omissions.** If a defect or malfunction occurs in any Product as a result of (1) repairs, changes, modifications or alterations not authorized or approved by ES&S, (2) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S or (3) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, flooding, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, and utility or communication interruptions, rodent infestation, or if Customer does not notify ES&S within 72 hours after it knows of the defect or malfunction or is otherwise not in compliance with its obligations hereunder, Customer shall pay ES&S for the Repair Services at ES&S' then-current rates, as well as for the cost of all parts used in connection with such Repair Services.

iii. **Timing.** The date(s) on which any Repair Services shall be provided shall be mutually agreed upon by ES&S and Customer. If Customer requires ES&S to provide "emergency" Repair Services (which shall be defined as Repair Services that are provided by ES&S within 48 hours after Customer notifies ES&S of the need therefore), and such emergency Repair Services are not needed as a result of an action, error or omission by ES&S, Customer shall pay a surcharge, as set forth on Attachment 1.

iv. **Loaner Unit.** At Customer's request and if such product is available, ES&S shall use reasonable efforts to promptly make available to Customer a product that is the same as, or substantially similar to, the Product for which Repair Services are being performed (a "Loaner Unit"). If the Repair Services are being performed pursuant to Subsection 1(b)(ii) above, Customer shall pay ES&S for the use of the Loaner Unit at ES&S' then-current rates including the cost of shipping.

c. **Exclusions.** ES&S has no obligation under this Agreement to (i) assume the obligations under any existing or expired warranty for a Third Party Item; (ii) repair or replace Product components that are consumed in the normal course of operating the Product, including, but not limited to, printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices, or (iii) repair any Product from which the serial number has been removed or altered. In addition, ES&S may, at any time in its discretion, determine that any Product is no longer fit for Hardware Maintenance Services because it is in such poor condition that it cannot practically be restored to Normal Working Condition, or cannot be restored to Normal Working Condition at an expense that is less than the then-current value of the Product. If such a determination is made, ES&S shall no longer be required to provide Hardware Maintenance Services for such Product. ES&S shall also refund to Customer an amount equal to (1) that portion of the most recent fee paid for Hardware Maintenance Services that is attributable to such Product, multiplied by (2) a fraction, the numerator of which is the remaining number of days in the respective period within the Initial Term or Renewal Period for which such fee was paid and the denominator of which is the total number of days in the respective period within such Initial Term or Renewal Period.

d. **Sole Provider; Access.** Customer shall not permit any individual other than an ES&S Representative to provide maintenance or repairs with respect to the Products for so long as the Initial Term or any Renewal Period is in effect. Customer shall provide ES&S Representatives with all information necessary to enable them to provide Hardware Maintenance Services. Customer shall likewise provide full access to the Products and adequate working space for all Hardware Maintenance Services performed at its Designated Location, including sufficient heat, lights, ventilation, electric current and outlets.

e. **Storage.** When not in use, Products should be stored in a clean, secure environment. During operation of the Products, the facility temperature range should be 50° to 104° and the moisture range should be 10% to 50% relative humidity.

f. **Reinstatement of Hardware Maintenance Services; Inspection.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter resume receiving Hardware Maintenance Services upon (a) notification to ES&S and (b) the granting to ES&S of access to the Products. ES&S requires Customer to allow it to inspect such Products before it provides any Hardware Maintenance Services. The purpose of such inspection shall be to determine whether or not the Products are in Normal Working Condition. The cost of such inspection will be at ES&S' then current rates and shall be due from Customer within thirty (30) days of its receipt of ES&S' invoice therefore. If any of the Products is not in Normal Working Condition, ES&S, at the option of Customer, (i) shall provide such repairs and replacements as it deems reasonable and necessary to restore such item to Normal Working Condition, at Customer's expense with respect to the cost of any labor (charged at ES&S' then current rates) and parts used in such repairs or replacements, or (ii) shall not provide any Hardware Maintenance Services with respect to such Product(s).

## ARTICLE III
## ANNUAL LICENSE OF SOFTWARE

1. **Grant of License.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer a nonexclusive, nontransferable license for its bona fide full time employees to use the Software and all related operating instructions, user manuals and training materials supplied by ES&S (collectively the "Documentation") in **Williamson County, Texas** ("Jurisdiction"). The license allows Customer to use and copy the Software (in object code only) and the Documentation, solely for the purposes of defining an election and tabulating and reporting election results in the Jurisdiction. The licenses granted in this Section do not permit Customer to use the source code for the ES&S Software. The license does not permit Customer to take any of the following actions:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the Software or Documentation, in whole or in part, to or by any third party including, but not limited to, any transfer of possession to, or use of the ES&S Software or Documentation by any third party to perform any services for Customer (including, but not limited to, any coding, programming or layout services) without ES&S' prior written consent; or

c. Cause or permit any change to be made to the Software without ES&S' prior written consent.

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the Software in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

2. **License Fees**. In consideration for ES&S' grant of the license for the ES&S Software described in Section 1, Customer shall pay ES&S the ES&S Software License Fees set forth on Attachment 1. Any license or royalty fees payable to any Third Parties for the use of any third party items are the sole responsibility of Customer.

3. **Term of License.** The licenses granted in Section 1 shall commence upon the delivery of the ES&S Software described in Section 1 and shall continue for a one-year period (the "Initial License Term). Upon expiration of the Initial License Term, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual software license and software maintenance and support fee as set forth on Attachment 1. ES&S may terminate either license if Customer fails to pay the consideration due for, or breaches Sections 1, 2, or 4 with respect to, such license. Upon the termination of either of the licenses granted in Section 1 for ES&S Software or upon Customer's discontinuance of the use of any ES&S Software, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

4. **Proprietary Rights.** Customer acknowledges and agrees that ES&S owns all right, title and interest in and to the Software and Documentation, subject to the license granted herein. ES&S likewise owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the Software and Documentation. The Software and Documentation also contain confidential and proprietary trade secrets of ES&S which are protected by law and are of substantial value to ES&S. Customer shall keep the Software and Documentation free and clear of all claims, liens and encumbrances and

shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices which are set forth on the Software, the Documentation, and all permitted copies thereof.

5. **Indemnification By Customer.** To the fullest extent permitted under applicable law, Customer shall indemnify and hold harmless ES&S from and against any and all claims, damages, amounts paid in settlement and reasonable fees and costs (including reasonable attorneys' fees) (collectively "Adverse Consequences") arising out of or relating to the following:

a. Any claim that any of the ES&S Equipment or ES&S Software infringes upon any third party's copyright, trademark or patent existing as of the date hereof (a "Third Party Infringement Claim") resulting from (i) Customer's failure to timely or properly install and use any Update provided to it by ES&S; (ii) the use of any ES&S Equipment or ES&S Software in combination with other equipment, hardware or software not meeting ES&S' specifications for use with such ES&S Equipment or ES&S Software; or (iii) Customer's modification or alteration of any item of ES&S Equipment or ES&S Software without the prior written consent of ES&S;

b. Any claims by Third Parties arising out of or relating to the use or misuse by Customer, its employees and any other persons under its authority or control ("Customer's Representatives") of any Third Party Items; and

c. Customer's election not to receive, or to terminate, ES&S Hardware Maintenance Services or ES&S Software License and Maintenance and Support.

ES&S shall notify Customer immediately if it becomes aware of any claim for which it may be entitled to indemnification under this Section 5, and hereby gives Customer full and complete authority, and shall provide such information and assistance as is necessary (at Customer's expense with respect to reasonable out-of-pocket costs), to enable Customer to defend, compromise or settle any such claim.

## ARTICLE IV
## SOFTWARE LICENSE, MAINTENANCE AND SUPPORT SERVICES

1. **Services Provided.** ES&S shall provide maintenance and support services ("Software License, Maintenance and Support") for the ES&S Software and ES&S Firmware (collectively, "ES&S Software"), to enable it to perform in accordance with its Documentation in all material respects, and to cure any defect in material or workmanship. The specific Software Maintenance and Support services provided by ES&S and each party's obligations with respect to such services are set forth on Attachment 1.

2. **Updates.** During the Initial License Term or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates. All Updates shall be deemed to be ES&S Software for purposes of this Agreement upon delivery. Customer may install the Updates in accordance with ES&S' recommended instructions or may request that ES&S install the Updates. ES&S may charge Customer at its then-current rates to (i) deliver the Updates to the Customer, (ii) train Customer on Updates, if such training is requested by Customer; (iii) install the Updates or (iv) provide maintenance and support on the ES&S Software that is required as a result of Customer's failure to timely or properly install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software to ES&S, such proposals will become ES&S' property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software in accordance with applicable law. Customer shall pay ES&S for any Update which is required due to a change in state or local law.

3. **Conditions.** ES&S shall not provide Software License, Maintenance and Support for any item of ES&S Software if such item requires such services as a result of (a) repairs, changes, modifications or alterations not authorized or approved by ES&S, (b) accident, theft, vandalism, neglect, abuse or use that is not in accordance with instructions or specifications furnished by ES&S, (c) causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, (d) Customer's failure to timely and properly install and use the most recent update provided to it by ES&S, (e) Customer's failure to notify ES&S within three (3) business days after Customer knows of the need for such services, or (f) if Customer is otherwise not in compliance with its obligations under this Agreement. Any such Software License, Maintenance and Support shall be provided at the fees to be agreed upon by the parties if and when the need for such Software License, Maintenance and Support arises. Replacement versions of Software requested by Customer as a result of items set forth in this Section 3 or as a result of Customer's actions or inactions shall be billable to Customer at ES&S' then current rates.

4. **Proprietary Rights.** ES&S shall own the entire right, title and interest in and to all corrections, programs, information and work product conceived, created or developed, alone or with Customer or others, as a result of or related to the performance of this Agreement, including all proprietary rights therein or based thereon. Subject to the payment of all Software Maintenance Fees, ES&S hereby grants to Customer a non-exclusive license to use that portion of such corrections, programs, information and work product that ES&S actually delivers to Customer pursuant to this Agreement. All licensed items shall be deemed to be ES&S Software for purposes of this Agreement. Except and to the extent expressly provided herein, ES&S does not grant to Customer any right, license, or other proprietary right, express or implied, in or to any corrections, programs, information, or work product covered by this Agreement.

5. **Reinstatement of Software License, Maintenance and Support.** If the Initial Term or any Renewal Period thereof expires without being renewed, Customer may thereafter receive a Software License and resume receiving Software Maintenance and Support upon (a) notification to ES&S, (b) payment of all fees, including a reinstatement charge, which would have been due to ES&S had the Initial Term or any Renewal Period not expired, and (c) the granting to ES&S of access to the ES&S Software, so that ES&S may analyze it and perform such maintenance as may be necessary before resuming the Software License, Maintenance and Support services..

## ARTICLE V
## MISCELLANEOUS

1. **Taxes; Interest.** Customer will provide ES&S with proof of its tax-exempt status. If Customer does not provide such proof, it shall pay, or shall reimburse ES&S for, all sales and use, excise or other similar taxes imposed on the transactions contemplated by this Agreement, but shall in no event be liable for taxes imposed on or measured by ES&S' income. If Customer disputes the applicability of any tax to be paid pursuant to this Section 1, it shall pay the tax and may thereafter seek a refund. Any disputed or undisputed payment which is past due to ES&S will bear interest at the rate of one and one-half percent per month (or such lesser amount as may be permitted by applicable law) for each month or portion thereof during which it remains unpaid.

2. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. Any action by Customer against ES&S must be commenced within one (1) year after the cause of action has accrued. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of the Equipment and Software to achieve Customer's intended results; (b) the use of the Equipment and Software; (c) the results obtained from the use of the Equipment and Software; (d) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the Equipment or Software; or (e) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly install and use the most recent Update, or the second most recent Update, provided to it by ES&S or (z) Customer's

election not to receive, or to terminate, the Hardware Maintenance Services or the Software License and Maintenance and Support.

3. **Excusable Nonperformance.** Except for obligations to make payments hereunder, if either party is delayed or prevented from performing its obligations under this Agreement as a result of any cause beyond its reasonable control, including acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, the delay shall be excused during the continuance of, and to the extent of, such cause, and the period of performance shall be extended to the extent necessary to allow performance after the cause of delay has been removed. ES&S agrees to work with Customer, at Customer's request, to develop mutually agreeable alternatives in order to minimize the negative impact of any such delay.

4. **Notice.** Any notice or other communication required or permitted hereunder shall be in writing, and will be deemed given when (a) delivered personally, (b) sent by confirmed email, (c) sent by confirmed fax, (d) sent by commercial overnight courier (with written verification of receipt) or (e) sent by registered or certified mail, return receipt requested, postage prepaid, when the return receipt is received. All communications shall be sent to the attention of the persons listed on the signature page to this Agreement and at the addresses, email address or fax numbers set forth on such signature page unless other names, addresses or fax numbers are provided by either or both parties in accordance herewith.

5. **Assignment.** Except in the case of a sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed. ES&S may assign its right to receive payments under this Agreement to such third party(ies) as ES&S may desire without the prior consent of Customer, provided that ES&S provides written notice (including evidence of such assignment) to Customer thirty (30) days in advance of any payment(s) so assigned.

6. **Entire Agreement.** This Agreement, including all exhibits hereto, shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement, including Attachment 1 (which is specifically incorporated herein by this reference), contains the entire agreement of the parties with respect to the subject matter hereof and supersedes and replaces any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. In the event of any conflict between a provision contained in an Attachment to this Agreement and these General Terms, the provision contained in the Attachment shall control. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing Equipment, Software and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the Equipment, Software or services, but shall remain fully responsible for such performance. The provisions of Article II, Section 1(f) and Article III, and Article IV, Sections 1-6 shall survive the termination of this Agreement, to the extent applicable.

7. **Counterparts; Execution By Facsimile.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of such executed counterparts by facsimile transmission shall be binding on the parties. Following such exchange, the parties shall promptly exchange original versions of such signature pages.

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

9. **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 one hundred twenty (120) days written notice thereof. In the event of termination, the County will only be liable for its pro rata share of services rendered and goods actually received.

10. **Texas Prompt Payment Act Compliance**: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee 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 licensee 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 licensee'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

11. **Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

12. **Venue and Governing Law**: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

IN WITNESS WHEREOF, this Agreement has been executed effective as of the date it is signed by the last of the parties hereto.

ELECTION SYSTEMS & SOFTWARE, LLC
11208 John Galt Boulevard
Omaha, NE 68137
Fax No.: (402) 970-1291

Signature

Name (Printed or Typed)

V.P. of Finance
Title

3/9/2017
Date

WILLIAMSON COUNTY, TEXAS
301 S.E. Inner Loop – Suite 104
Georgetown, TX 78626
Fax No.: (512) 943-1634

Signature

Name (Printed or Typed)

Title

Date

## PRICING SUMMARY AND PAYMENT TERMS

| **Sale Summary:** | | |
|---|---|---|
| **Description** | **Refer To** | **Amount** |
| ES&S Hardware Maintenance Fees | Attachment 1 | $193,750.00 |
| ES&S Firmware License, Maintenance and Support Fees | Attachment 1 | $92,276.00 |
| | | |
| **Total Maintenance Fees for the Initial Term:** | | **$286,026.00** |

**Terms & Conditions:**

**Note 1:** Any applicable state and local taxes are not included, and are the responsibility of Customer.

**Note 2:** **Invoicing and Payment Terms are as Follows:**

$143,013.00 due on or before September 1, 2016 for the Coverage Period of October 1, 2016 through September 30, 2017.

$143,013.00 due on or before September 1, 2017 for the Coverage Period of October 1, 2017 through September 30, 2018.

**Note 3:** In the event the Customer subsequently acquires any ES&S Equipment and or ES&S Software, the post warranty maintenance and support periods will be adjusted to synchronize the dates in order to conform with the current term.

**Attachment 1**

**ES&S HARDWARE MAINTENANCE DESCRIPTION AND FEES**

**Initial Term: October 1, 2016 through September 30, 2018**

| Qty | Description | Coverage Period | Annual Maintenance Fee Per Unit | Maintenance Fee In Total |
|---|---|---|---|---|
| 965 | 15" iVotronic Terminal | 10/1/2016 through 9/30/2017 | $95.00 | $91,675.00 |
| 2 | Model 650 Scanner | 10/1/2016 through 9/30/2017 | $2,600.00 | $5,200.00 |
| **Total Maintenance Fees for the Coverage Period October 1, 2016 through September 30, 2017** | | | [redacted] | **$96,875.00** |
| | | | | |
| 965 | 15" iVotronic Terminal | 10/1/2017 through 9/30/2018 | $95.00 | $91,675.00 |
| 2 | Model 650 Scanner | 10/1/2017 through 9/30/2018 | $2,600.00 | $5,200.00 |
| **Total Maintenance Fees for the Coverage Period October 1, 2017 through September 30, 2018** | | | [redacted] | **$96,875.00** |
| | | | | |
| **Total Hardware Maintenance Fees for the Initial Term** | | | | **$193,750.00** |

**Note 1: The Per-Unit Fees if Customer requests more than one Routine Maintenance visit in a 12-month period for "Gold" Coverage Items shall be 55% of the then current maintenance fee per unit.**

**Note 2: Surcharge for Emergency Repair Services shall be 150% of the then current maintenance fee per unit.**

**Note 3: Customer's Designated Location: Williamson County, Texas**

**Note 4: The Per Unit Surcharge for performance of Routine Maintenance visit at more than one Customer Designated Location shall be $25.00 per unit for all units located at second or more locations.**

**Note 5: Upon expiration of the Initial Term, this Agreement shall automatically renew as set forth in Article I, Section 1.**

**Hardware Maintenance Services Provided by ES&S Under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. ES&S posts Technical Bulletins available through Customer's ES&S Web-based portal.
4. Routine Maintenance Services.
    - Onsite scheduled maintenance inspection per Article 2, Section 1a. The inspection includes:
        - Service performed by an ES&S trained and certified technician.
        - Performance of factory approved diagnostics on the unit, identifying and making adjustments where necessary as indicated by the testing.

- Replacement of worn or defective with new or remanufactured federally and state certified parts.
- Conducting a final test to verify that the unit is working according to manufacturer's specifications.
- Use of a checklist tailored for each piece of equipment.
- Update of maintenance records which are kept by serial number and available to you through your ES&S Web-based portal.

5. Repair Services.

   - Customer receives coverage for interim repair calls.
     - Interim calls may be scheduled during the regular Routine Maintenance Services event or scheduled in conjunction with other service work being performed in close proximity of Customer's location if they are not election critical.
     - A Product may be sent to ES&S' Depot location for repairs at a time to be mutually agreed upon by ES&S and Customer.

6. Priority Services.

   - Customer has access to the ES&S Help Desk for assistance.
   - The customer receives priority on service calls.
   - The customer receives priority on response time.
   - The customer receives priority on certified ES&S parts inventory.

**Note:** Except for those Hardware Maintenance Services specifically set forth herein, ES&S is under no obligation and shall not provide other Hardware Maintenance Services to the Customer unless previously agreed upon in writing by the parties.

**ES&S SOFTWARE LICENSE, MAINTENANCE AND SUPPORT DESCRIPTION AND FEES**
**FIRMWARE**

**Initial License and Maintenance Term: October 1, 2016 through September 30, 2018**

Listed below are the Hardware Products and Fees for which Firmware License, Maintenance and Support will be provided:

| Qty | Description | Coverage Period | Annual Firmware License, Maintenance and Support Fee Per Unit | Firmware License, Maintenance and Support Fee In Total |
|---|---|---|---|---|
| 965 | 15" iVotronic Terminal | 10/1/2016 through 9/30/2017 | $47.20 | $45,548.00 |
| 2 | Model 650 Scanner | 10/1/2016 through 9/30/2017 | $295.00 | $590.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period October 1, 2016 through September 30, 2017** | | | [redacted] | **$46,138.00** |
| | | | | |
| 965 | 15" iVotronic Terminal | 10/1/2017 through 9/30/2018 | $47.20 | $45,548.00 |
| 2 | Model 650 Scanner | 10/1/2017 through 9/30/2018 | $295.00 | $590.00 |
| **Total License, Maintenance and Support Fees for the Coverage Period October 1, 2017 through September 30, 2018** | | | [redacted] | **$46,138.00** |
| | | | | |
| **Total Firmware License, Maintenance and Support Fees for the Initial Term** | | | | **$92,276.00** |

**Software License, Maintenance and Support Services Provided by ES&S under the Agreement**

1. Telephone Support.
2. Issue Resolution.
3. Technical Bulletins will be available through Customer's ES&S Web-based portal.

**Note:** Except for those Software License, Maintenance and Support services specifically set forth herein, ES&S is under no obligation and shall not provide other Software License, Maintenance and Support services to the Customer unless previously agreed upon by the parties.

**Software License, Maintenance and Support and Hardware Maintenance and Support Services – Customer Responsibilities**

1. Customer shall have completed a full software training session for each product selected.
    - Customer shall have completed training at a proficiency level to successfully use the hardware (firmware) and software products.
    - Customer shall have the ability to install firmware and application software and make changes to date and time settings.
    - Customer shall have the ability to change consumable items. Any other changes made by the customer must be pre-approved in writing by ES&S.
    - Customer shall store the Equipment in accordance with ES&S requirements set forth herein.

2. Customer shall have reviewed a complete set of User Manuals.

3. Customer shall have reviewed Training Checklists.

4. Customer shall be responsible for the installation and integration of any third party hardware or software application or system purchased by the customer, unless otherwise agreed upon, in writing, by the parties.

5. Customer shall be responsible for data extraction from Customer voter registration system.

6. Customer shall be responsible for implementation of any security protocols physical, network or otherwise which are necessary for the proper operation of the ES&S Equipment and ES&S Software.

7. Customer shall be responsible for the acceptance of the Equipment and Software, unless otherwise agreed upon, in writing, by the parties.

8. Customer shall be responsible for the design, layout, set up, administration, maintenance or connectivity of the Customer's network.

9. Customer shall be responsible for the resolution of any errors associated with the Customer's network or other hardware and software not purchased or recommended by ES&S and not otherwise identified in the User Guides as part of ES&S' Equipment and Software.

10. Customer shall be responsible for all costs associated with diagnosing ballot printing problems resulting from the use of non-ES&S Ballot Partner Printers ballots.

WILLIAMSON COUNTY
1848

Max Bricka, CPSM
PURCHASING AGENT / DIRECTOR

8/31/16

Williamson County Commissioners Court

Re: Sole Source recommendation for Election Systems & Software, LLC

Dear County Judge and Commissioners,

Recently our county Elections department made a request for qualifying the **sole source purchase of hardware, software, maintenance services and training for iVotronic voting equipment. These items are supplied by Election Systems & Software, LLC who is the owner, manufacturer, patent holder, and the only provider of their products, software, maintenance and training.**

After reviewing all documentation requested and submitted, **I recommend qualifying this request as a sole source purchase and exempting these goods from competitive bidding requirements per Texas Local Government Code sections 262.003 (a) and 262.024 (a) (7),**

The process has included the following:

- Public posting of an RFI in BidSync for 14 days, with no responses received from any other competitor, requiring additional analysis or consideration.
- A signed Sole Source Justification Request from Christopher Davis, Elections Administrator
- A signed letter of justification from the supplier, establishing why they their product / service is only available from their company
- A notarized Sole Source Affidavit completed by the supplier
- A signed letter of recommendation from Christopher Davis, Elections Administrator
- A price quote of requested items / services

**The term of this Sole Source exemption will be effective for 36 months from the date of approval.**

If you have any questions or concerns, please contact me at any time.

Sincerely,

Max R. Bricka

Purchasing Agent / Director

WILLIAMSON COUNTY
512.943.1555 Fax 512.943.1575
mbricka@wilco.org www.wilco.org
901 S. Austin Ave.
Georgetown, Texas 78626

BidSync

WILLIAMSON COUNTY



## Bid #1608-110 - Intent To Deem Election Systems & Software LLC As Sole Source Provider RFI

| | | | |
|---|---|---|---|
| **Time Left** | **closed** | **# of offers** | **0** |
| **Bid Started** | **Aug 10, 2016 4:50:16 PM CDT** | **Notifications** | Report (Bidder Activity) |
| **Bid Ended** | This bid closed on Aug 25, 2016 3:00:00 PM CDT | **# of suppliers viewed** | **14** (View) |
| **Agency Information** | **Williamson County, Texas, TX** (view agency's bids) | **Q & A** | Questions & Answers |
| **Department** | Purchasing (view department's bids) | | |
| **Bid Classifications** | Classification Codes | | |
| **Bid Regions** | Regions | | |
| **Bid Contact** | see contact information | | |
| **Delivery Location** | One or more of the following locations<br>**Williamson County, Texas**<br>No Location Specified<br>**Qty** 1<br>**Expected Expenditure** n/a | | |
| **View Rules** | Click here to change the rules for this bid. | | |
| **Bid Packet** | Packet for Bid 1608-110 [download] | | |
| **Best and Final Offer:** | Create | | |

### Approval

| | |
|---|---|
| **View Approval Flow** | View Approval Flow |
| **Approval Status** | Approved |

### Description

| | |
|---|---|
| **Bid Number** | 1608-110 |
| **Title** | Please Attach Any Supporting Documents To This Line |
| **Contract Duration** | One Time Purchase |
| **Budgeted Amount** | $0.00 (change) |
| **Bid Comments** | Williamson County, Texas intends to award a sole-source contract with Election Systems & Software LLC for the following item:<br>**Ivotronic Voting Devices and related hardware, software, maintenance, & training**<br>**THIS IS NOT A REQUEST FOR COMPETITIVE PROPOSALS AND A SOLICITATION WILL NOT BE ISSUED.** Interested parties must show clear and compelling evidence of competitive equivalency in order for alternative goods or services to be considered. Williamson County will review any information collected through this RFI to determine if offers of any equivalent goods or services meet the needs of the County. If it is concluded that additional suppliers of equivalent goods or services do exist, then a formal solicitation may follow.<br>If no affirmative responses are received by 3:00PM, August 25, 2016 showing clear and compelling evidence of competitive equivalency to the items described herein, an award will be made without further notice. Oral communications are not acceptable in response to this notice. |
| **Description** | Please Attach Any Supporting Documents To This Line |

### Documents

Select All | Select None | Download Selected

1. Conflict of Interest Form - Local Gov [download]

**Williamson County Purchasing Department**
901 South Austin Ave.
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# Sole Source Justification Request

**This request is for a:**

**Sole Source Item** (goods or services are available from ONLY this supplier due to a unique capability, patent, copyright, secret process, or capability to meet the requirements of the solicitation)

This Sole Source justification requires additional documentation and requirements as listed below. **One of these steps may require placing a public notice in BidSync for 14 days, in order to allow any possible competitors to come forward with equivalent goods or services.** This step will be completed by the Purchasing Team that supports your office or county department after all required documents have been submitted. In addition, all sole source justifications must be approved in Commissioners Court.

**Required Documentation that must accompany this request before this purchase can be considered** (any missing documentation will result in delays). *Check all included documents:*

☒ This request form completed and signed

☒ A written quote from the supplier, listing the goods, services and pricing

☒ Letter of justification from the supplier (on company letterhead and signed by an authorized representative) establishing why they are the only Sole Source provider of the service or item

☒ Notarized Sole source affidavit completed by the supplier

☒ Signed letter of recommendation from the Elected Official or County Department Head

Requestor Name and County Office / Department: Christopher Davis / Elections Office

Requestor Title: Elections Administrator Requestor Phone Number: ext. 3-1622

Requested Sole Source Supplier:

Company Name: Election Systems & Software, LLC

Contact Name: Mark White

Address 11208 John Galt Blvd.

City: Omaha State: NE Zip Code: 68137

Phone Number: 936-662-0404 Email Address: mrwhite@essvote.com

Website: www.essvote.com

Is the recommended supplier the manufacturer? ◉ Yes ○ No

Does the manufacturer sell the item(s) through distributors? ○ Yes ◉ No

Description of the Product or Service: (if additional space is needed, include a separate page) *Describe the full scope of work, including installation if required, items should include brand, model and part number if applicable.*

Sale of voting system equipment and the performance of election related services. Maintenance, supplies, hardware and software used in connection with the voting system equipment and ballot by mail.

**Schedule:** *Identify the date items are needed to be delivered, or month work is to be performed. Please be specific and do not use "ASAP".*

October 1, 2016

Estimated Cost: Pricing/cost documentation is attached.

**SOLE SOURCE RATIONALE**

**Complete the following checklist:**

**The requested supplier is the only source of required item(s) or service(s) because:**

*Check all that apply:*

- ☒ The required item or service is proprietary to the supplier
- ☒ The recommended supplier holds the patent on the requested item(s)
- ☒ The recommended supplier is the only supplier capable of performing the requested service
- ☐ A specific item is needed
- ☐ To be compatible or interchangeable with existing hardware
- ☐ As a spare or replacement hardware
- ☒ For the repair or modification of existing hardware
- ☐ For technical evaluation or testing

☐ Have there been any prior attempts to obtain competitive bids or proposals for the items or services that failed?

If so, please list and describe such attempts:

☐ There is a substantial risk in selecting another product or service provider.

If so, please describe:

☐ It is not possible to obtain competitive bids for consideration.

If so, why:

☐ Are there any other companies who can provide the services or needed items?

If so, please list and provide explanation of why they were unable to meet the requirements:

☐ List any other sources, suppliers, products or service providers that you reviewed in your selection process:

☐ List all research methods that you reviewed in your selection process (i.e.: specific internet searches, trade publications, references, etc.):

**ACKNOWLEDGEMENT**

☑ I affirm and acknowledge Williamson County's requirements, justification and criteria for Sole Source purchases. I have gathered the required technical information, provided all required documentation, have made a concerted effort to review comparable / equal equipment or services to the best of my ability, and further affirm that there is no conflict of interest in my recommendation of the selected item(s), service(s) or supplier.

☑ 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.

Date: 8/8/16

Signature:

** By typing your name, this is equivalent to a legal signature*

**NOTE: After a passage of time, an item or service may no longer qualify as a sole source purchase due to other similar items or services becoming available from other suppliers. Thus, all prior sole source determinations must be reapproved by the Williamson County Purchasing Department following completion of a Sole Source Justification Request Process and satisfactory completion of such process must be noted on requisitions and purchase orders.**

Election Systems & Software
MAINTAINING VOTER CONFIDENCE ENHANCING THE VOTING EXPERIENCE
EXPERIENCE RELIABILITY SECURITY INNOVATION
11208 John Galt Boulevard · Omaha, NE 68137 USA
Phone: 402.593.0101 · Toll-Free: 1.800.247.8683 · Fax: 402.593.8107
www.essvote.com

April 29, 2016

Christopher J. Davis
Williamson County, Texas
301 SE Inner Loop
Georgetown TX 78626

**RE: Election Systems & Software ("ES&S") Equipment, Software and Support Services**

Dear Chris:

This letter is in response to Williamson County, Texas' (the "County") request for information regarding ES&S' proprietary election equipment, proprietary election software and election support services. This letter provides the County with information on ES&S' proprietary iVotronic and ES&S' proprietary Model 650 (the "ES&S Equipment") as well as ES&S' proprietary ES&S Equipment firmware and ES&S Unity® software (collectively the "ES&S Software").

Please be advised that ES&S owns all patents, copyrights and trademarks ("Intellectual Property") associated with the ES&S Equipment. Further, ES&S is the sole and exclusive developer and manufacturer of the ES&S Equipment and only ES&S may sell such equipment in the marketplace. In addition, certain component parts of the ES&S Equipment are proprietary to ES&S and may only be obtained directly from ES&S. As certain component (maintenance) parts of the ES&S Equipment may only be obtained directly from ES&S, only ES&S and ES&S trained technicians can ensure that such ES&S proprietary component parts are installed in the ES&S Equipment. This is important to note as the ES&S Equipment are certified both at the Federal and State level and require the replacement of the same certified component parts which were included in the ES&S Equipment at the time such ES&S Equipment was certified. By purchasing the ES&S Equipment from ES&S as well as utilizing ES&S for the performance of preventative and repair maintenance and support services, the County will be assured that all component parts installed in the ES&S Equipment will be in compliance with both the federal and state certified equipment configuration.

With respect to the ES&S Software, please be advised that ES&S is the sole and exclusive developer and licensor of the ES&S Software. As such, ES&S owns all Intellectual Property in its proprietary ES&S Software. Further only ES&S can provide help desk support services for the ES&S Software as well as provide any and all upgrades, enhancements, maintenance patches and other changes to the ES&S Software as may be required by ES&S or its customers. No other vendor in the marketplace today is authorized to license or provide maintenance and support services for the ES&S Software.

Finally, as ES&S owns all of the Intellectual Property in the ES&S Software only ES&S is able to use its software to perform training, ballot layout, coding and programming

services as well as ballot management services for the County. No other vendor in the market today has the right to use ES&S' Software to perform the foregoing election services.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Timothy J. Hallett
Associate General Counsel

WILLIAMSON COUNTY
1848

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626
(512) 943-3553
www.wilco.org/purchasing
purchase@wilco.org

# NOTARIZED SOLE-SOURCE PURCHASE AFFIDAVIT

STATE OF TEXAS
COUNTY OF WILLIAMSON

**KNOW ALL MEN BY THESE PRESENTS THAT:**

Before me, the undersigned authority duly authorized to take acknowledgments and administer oaths, on this day personally appeared Richard J. Jablonski, who after being duly sworn on oath stated the following:

My name is Richard J. Jablonski. My title is VP of Finance.
I am aware that the Williamson County Purchasing Department is required to comply with competitive bidding requirements of Chapter 262 of the Texas Local Government Code. I am aware that the statutory competitive bidding provisions do not apply to the purchase of an item that can be obtained from only one source. See, Texas Local Government Code section 262.003.

**Sole-source items include:**

> **Items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, films, manuscripts, or books, electric power, gas, water, and other utility services, and captive replacement parts or components for equipment.**

I have represented to the Purchasing Department of Williamson County and I hereby warrant that as of the date below, I am the sole-source supplier of the following item: Voting system, equipment, & software
I am the sole-source supplier of this item because: Proprietary system/Exclusive Control. I agree that if I ever cease being the sole-source supplier of this item, I shall immediately make a full disclosure in writing to the Williamson County Purchasing Department of all relevant facts and circumstances.

**IN WITNESS WHEREOF,** the undersigned has executed this Affidavit on the 6th day of May, 2016.

[Signature]

Richard J. Jablonski, VP of Finance
[Printed Name] [Title]

**SWORN TO AND SUBSCRIBED** before me on May 6, 2016, by Timothy J. Hallett.
[Printed Name]

[Signature] Notary Public

State of Nebraska - General Notary
TIMOTHY J. HALLETT
My Commission Expires
January 15, 2020

State of Nebraska
My Commission expires on January 15, 2020

WILLIAMSON COUNTY
1848

Christopher Davis
ELECTIONS ADMINISTRATOR

August 8, 2016

Blake Skiles
Purchasing Specialist II
Williamson County Purchasing
901 S. Austin Ave.
Georgetown, TX 78626

RE: Letter of Recommendation for Voting System Equipment and Election-Related Services from Elections Systems & Software, LLC

Blake,

As directed via your prior correspondence, please consider this letter as my formal recommendation that Williamson County begin the sole source purchasing process for Voting System Equipment and Election-Related Services provided by Elections Systems & Software, LLC.

If I can provide you or your department with any more information, please don't hesitate to contact me.

Sincerely,

Christopher Davis

WILLIAMSON COUNTY
301 S.E. Inner Loop, Suite 104
Georgetown, Texas 78626
Phone 512.943.1630
Fax 512.943.1634
Email cjdavis@wilco.org




May 3, 2016

Christopher J. Davis
Elections Administrator
Williamson County, Texas

Addendum to Sole Source Letter
Williamson County Texas

PRICING: IVOTRONICS

Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
$1175.00 each

ADA Ivotronic Direct Record Electronic Voting Device (Refurbished only)
(includes terminal, PEB and flashcard)
$1275.00 each

Ivotronic Voting Booths

Clamshell Booths (Refurbished only)
$225.00 each

Real Time Audit Log (RTAL) voting Booths
New $700.00 each
Refurbished $525.00 each

Ivotronic related peripherals:

Printer Packs (Refurbished only) $425.00 each
Flashcards $75.00 each
PEB's $75.00 each

PRICING: M-650

M-650 Central Count Ballot Tabulator (new)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
$40,000.00 each

M-650 Central Count Ballot Tabulator (refurbished)
(includes scanner, cart, report printer, audit printer, start up kit and dust cover)
$20,000.00

PRICING: TRAINING

Equipment Operations Training
Software Training

On Site Training: Conducted at Williamson County Elections Office
$1575.00 per day

Off Site Training: Conducted at Election Systems & Software facility
$1000.00 per day

PRICING: BALLOT MANAGEMENT SERVICES

Production and Mailing of By-Mail Ballots and related peripherals
$1.75 per ballot packet
(Price reflects pricing for all ballots regardless of quantity)

**Commissioners Court - Regular Session** **65.**

**Meeting Date:** 03/21/2017

Request authorization to advertise IFB 1702-148

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider, and take appropriate action on authorizing Purchasing Agent to advertise and receive bids for Southwest Bypass Access Route under IFB 1702-148 for HNTB Corporation.

### Background

Bid packet number 1702-148 attached for review. Estimated project cost is $250,200.

## Fiscal Impact

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

## Attachments

Bid Packet 1702-148

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/14/2017 02:05 PM |
| Purchasing (Originator) | Randy Barker | 03/15/2017 10:34 AM |
| Form Started By: Dianne West | | Started On: 03/14/2017 01:35 PM |
| Final Approval Date: 03/15/2017 | | |

# PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

## WILLIAMSON COUNTY PURCHASING DEPARTMENT
## SOLICIATION 1702-148
Southwest Bypass Access Route

**BIDS MUST BE RECEIVED ON OR BEFORE:**
**Apr 12, 2017 10:30:00 AM CDT**

**BIDS WILL BE PUBLICLY OPENED:**
**Apr 12, 2017 10:30:00 AM CDT**

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

**Williamson County prefers and requests electronic submittal of this Bid.**

**All electronic bids must be submitted via:** www.bidsync.com

Electronic bids are requested, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Bidders are strongly encouraged to carefully read this entire IFB.**

All interested Bidders are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this IFB.

**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 Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder.**

General Information:

- If mailed or delivered in person, Bids and Bid addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed above for this IFB, to:

  Williamson County Purchasing Department
  Attn: **BID NAME AND NUMBER**
  901 South Austin Avenue
  Georgetown, Texas 78626

  - Bidders should list the Bid Number, Bid Name, Name and Address of Bidder, and the Date of the Bid opening on the outside of the box or envelope and note "Sealed Bid Enclosed."
  - Bidder should submit one (1) original.
  - Williamson County will NOT be responsible for unmarked or improperly marked envelopes.
  - Williamson County will not accept any responsibility for Bids being delivered by third party carriers.
  - Facsimile transmittals will NOT be accepted.

- Bids will be opened publicly in a manner; however, to avoid public disclosure of contents only the names and of Bidders and prices will be read aloud.

- All submitted questions with their answers will be posted and updated on www.bidsync.com.

- It is the Bidder's responsibility to review all documents in BidSync, including any Addenda that may have been added after the document packet was originally released and posted.

  - Any Addenda and/or other information relevant to the IFB will be posted on www.bidsync.com.

  - The Williamson County Purchasing Department takes no responsibility to ensure any interested Bidder has obtained any outstanding addenda or additional information.

# Bid 1702-148
# Southwest Bypass Access Route

| | |
|---|---|
| Bid Number | 1702-148 |
| Bid Title | Southwest Bypass Access Route |
| Expected Expenditure | **$250,200.00** (This price is expected - not guaranteed) |
| Bid Start Date | In Held |
| Bid End Date | Apr 12, 2017 10:30:00 AM CDT |
| Question & Answer End Date | Apr 7, 2017 3:00:00 PM CDT |
| Bid Contact | Dianne West<br>Purchasing Specialist III<br>512-**943**-1692<br>dianne.west@wilco.org |
| Contract Duration | **55 days** |
| Contract Renewal | Not Applicable |
| Prices Good for | **90 days** |
| Pre-Bid Conference | **Mar 30, 2017 10:30:00 AM CDT**<br>**Attendance is optional**<br>**Location: Purchasing Department located at 901 South Austin Avenue, Georgetown, TX 78626**<br>**Note: This is a Non-mandatory Pre-Bid meeting.** |

Bid Comments

**This contract is for the grading a temporary access road for the right-of-way within the Texas Crushed Stone Quarry. A site visit is available upon request.**
**Estimated time of completion is 55 (fifty-five) calendar days for substantial completion, and an additional 5 (five) calendar days to final completion, with an estimated cost of $250,200.**
**PLEASE FULLY REVIEW THE "PROJECT CONSTRUCTION MANUAL" (ATTACHED). THIS DOCUMENT INCLUDES THE "STANDARD FORM OF AGREEMENT" WHICH WILL BE REQUIRED UPON AWARD OF THIS PROJECT. PLEASE REVIEW ALL INSURANCE REQUIREMENTS FOR THE CONTRACT.**
**If entering an electronic bid in BidSync (PREFERRED), the following documents MUST be completed and attached to the First Line Item.**

- **Completed Bid Form - enter Total Price in area provided, then download/print/complete bid form and upload to first line item.**
- **Bid Affidavit - This is a Fill-able form - complete and accept.**
- **Bid Bond - see details below.**

**The following documents are fillable forms on BidSync - fill in blanks and accept to apply to the bid.**

- **Conflict of Interest Form**
- **References**
- **Bid Bond - see details below.**

**If delivering a paper bid instead of electronic, you must provide (2) originals, (1) copy and (1) USB or CD of all the required documents. All documents must be delivered in a sealed envelope to:**

**Williamson County Purchasing**
**Attn: Dianne West**
**Bid #1702-148 Southwest Bypass Access Route**
**901 South Austin Ave**
**Georgetown, TX 78628**

**Performance, Payment, and Bid Bonds are required.**

**BID BOND REQUIRED: Bidders are not required to use Surety 2000 for your Bid Bond supplier, however; when bidding electronically in BidSync and using Surety 2000, you may import your bid bond directly from the Surety 2000 website.**

**To use a different bond provider, you MUST: Scan the completed Bond; download the completed bond to the first line item of this bid with your other required documents or your bid will be disqualified.**

**All Bids shall be accompanied by either;**

**a) A certified cashier's check: payable without recourse to Williamson County and drawn upon a National or State Bank in the amount not less than five percent (5%) of the total maximum bid price; OR**

**b) A bid bond not less than five percent (5%) of the total maximum bid price, from a surety company authorized to do business in the State of Texas.**

**For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.**

**Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.**

**Bids requiring a bid bond and submitted without a cashier's check or a bid bond will not be considered.**

**If you are awarded the bid, please see reference to new State Requirement for Certificate of Interest in Section 3 Bid Instructions/Requirements: #36: Certificate of Interested Parties.**

**Bonds**

**Payment and Performance Bond documents are provided in the Bid documents for completion upon award.**

**LIQUIDATED DAMAGES for failure to substantially complete the work within the allotted time will be applied. The road-user cost Liquidated Damages will be in accordance with Special Provision 000-001, and are estimated to be $590 per calendar day.**

**PLAN HOLDERS LISTS**

**Please note that a bidder adding their name to the Plan-Holders list is voluntary.**

**The plan-holders on construction bids allows Prime and Subcontractors to add their names and information to a list of users that are participating in this bid. To add a company to the Plan-Holder's list, the user will choose either the Subcontractor or the Prime Contractor tabs and then click Add my company to this Plan Holder's list. This will add the company's contact information to the Plan Holder's list for other suppliers on the list to see.**

**If the user would like to view the suppliers that have been added to the list, they will need to click on the Subscribe button. This will allow the user to view other suppliers that have added their names to the Plan Holder's list. Both of these actions will require that the vendor agree to the terms for the action.**

**Contract Administrator for this project is Bob Daigh, Williamson County Sr. Director of Infrastructure or designee, and shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.**

**Item Response Form**

| | |
|---|---|
| Item | **1702-148--01-01 -** Please add all documents into this line item |
| Quantity | **1 each** |
| Unit Price | |
| Delivery Location | **Williamson County, Texas**<br>Purchasing Department<br>901 S. Austin Avenue<br>Georgetown TX 78626 |

**Qty** 1

**Description**
Please add all document into this line item.

WILLIAMSON COUNTY
1848

## WILLIAMSON COUNTY

# PROJECT CONSTRUCTION MANUAL

## FOR

## Southwest Bypass Access Route

## SOLICITATION 1702-148

## WILLIAMSON COUNTY, TEXAS
## PURCHASING DEPARTMENT
## 901 SOUTH AUSTIN AVENUE
## GEORGETOWN, TEXAS 78626

## April 2017




3/9/2017

**The enclosed Specifications, Special Specifications, Special Provisions, General Notes, and Specification Data in this document have been selected by me, or under my responsible supervision as being applicable to this project. Alteration of a sealed document without proper notification to the responsible engineer is an offense under the Texas Engineering Practice Act.**

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**Appendices**

~~Appendix A – Quality Control/Quality Assurance Program~~ N/A

~~Appendix B – Guide Schedule of Sampling and Testing~~ N/A

~~Appendix C – AASHTO Accredited Laboratories~~ N/A

# SECTION 1
# ADDENDA

**ADDENDUM NO. __**

Date:

Owner: **Williamson County, Texas**

Project Name:

Project No:

This Addendum forms a part of the Contract and clarifies, corrects or modifies the original Construction Documents, dated _____. Acknowledge receipt of this addendum in space provided on Bid Form. Failure to do so may subject bidder to disqualification.

**DESCRIPTION OF ADDITION OR CHANGE:**

This addendum consists of __ page(s).

_____
Approved by ENGINEER

**END**

EXAMPLE

# SECTION 2
# INVITATION FOR BIDS

# PUBLIC NOTICE WILLIAMSON COUNTY
# INVITATION FOR BIDS

**Williamson County Commissioner's Court invites the submission of sealed bids for:**

## SOUTHWEST BYPASS ACCESS ROUTE

**Williamson County is seeking qualified contractors to grade a temporary access road into the ROW for a future roadway within the Texas Crushed Stone Quarry property limits. Estimated time of completion is 55 calendar days to substantial completion, and 5 calendar days to final completion, with an estimated cost of $250,200.**

**Sealed bids will be publicly opened and read aloud in the Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas on Wednesday, April 12, 2017 at 10:30 AM.**

**Bids must be received on or before Wednesday, April 12, 2017 at 10:30 AM.**

**Bid documents and plans may be viewed and responded to by registering with BIDSYNC at www.bidsync.com.**

**No fee is required to register with Bidsync as a Williamson County Supplier, or to participate in the County's solicitation process. The receipt of electronic bids will be registered in Bidsync.**

**The Time-Date Stamp Clock located at the Williamson County Purchasing Department will serve as the official clock for the purpose of verifying the date and time of receipt of Paper Bids.**

**There will be a Non-Mandatory Pre-Bid Conference on Thursday, March 30, 2017 at 10:30 AM at Williamson County Purchasing Department, 901 South Austin Avenue, Georgetown, Texas.**

**BID BOND REQUIRED**
**A Cashier's Check, Certified Check, or acceptable Bidder's Bond in the amount of five percent (5%) of the Bid must accompany each Bid. Performance, Payment and Warranty Bonds will be required as designated in the bidding documents.**

**The Williamson County Commissioners' Court reserves the right to accept the lowest and best Bid as deemed by the Court, or reject any and/or all bids.**

**Bidder shall use per unit pricing. Payments will be made by check.**

**The designated Purchasing Agent for this Bid is Dianne West, Procurement Specialist, under the direction of Randy Barker, Purchasing Agent for Williamson County, 512-943-3553.**

**This notice is issued by order of the Williamson County Commissioners' Court on March 21, 2017; Dan A. Gattis, County Judge.**

# SECTION 3
# BID INSTRUCTIONS/REQUIREMENTS

**BID INSTRUCTIONS/REQUIREMENTS**

All Bids must be received in the Williamson County Purchasing Department either hardcopy or electronically through BidSync.

**Williamson County prefers and requests electronic submittal of this bid.**

**All electronic bids must be submitted via:** www.bidsync.com

All interested Respondents are invited to submit a Bid in accordance with the Instructions and General Requirements, Bid Format, Bid Specifications, and Definitions, Terms and Conditions stated in this BID.

**Electronic bids are requested**, however paper bids will currently still be received, until further notice and may be mailed or delivered to the address listed below.

**Please note that a complete package must be submitted choosing one of the above two methods.**

**Split packages submitted will be considered "unresponsive" and will not be accepted or evaluated.**

**If mailed or delivered in person**, Bids are to be delivered in sealed envelope on or before the submittal deadline to:

Williamson County Purchasing Department
Attn: **BID NAME AND NUMBER**
901 South Austin Avenue
Georgetown, Texas 78626

Respondents should list the Bid Number, Bid Name, Name and Address of Respondent, and the Date of the Bid opening on the outside of the box or envelope.

Respondent should submit one (1) original; **AND** (2) two copies and (1) CD **OR** (1) USB copy of the Bid.

**Williamson County will not accept any Bids received after the submittal deadline.**
Williamson County will not accept any responsibility for Bids being delivered by third party carriers. Facsimile transmittals will NOT be accepted.

All questions should be submitted on the Bidsync site. Questions with their answers will be posted and updated on www.bidsync.com.

Any addenda and/or other information relevant to the Bid will be posted on: www.bidsync.com.

**ALL BIDS MUST BE SUBMITTED ON THE FORMS PROVIDED IN THIS BID DOCUMENT. (May be replaced with a computer generated printout, if submitted in an identical format to the proposal).**

**FACSIMILE AND ELECTRONIC MAIL TRANSMITTALS SHALL NOT BE ACCEPTED.**

1. All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. **This price must be good from the date of Bid opening through the completion of the project. Bids which do not state a fixed price will not be considered.** The Court may award a contract for the period implied or expressly stated in the lowest and best Bid.

2. All of the items listed are to be Free On Board to final destination **(FOB DESTINATION)** with all transportation charges if applicable to be included in the price, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

3. It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all materials and/or services covered in this Bid request, and to waive informalities or defects in the Bid or to accept such Bid it shall deem to be in the best interest of Williamson County.

4. Funding: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the 2013 Road Bond Program.

5. Late Bid: Bids received after submission deadline will be considered VOID AND UNACCEPTABLE and will be returned to the bidder unopened. Williamson County is

not responsible for lateness or non-delivery of mail, carrier, etc. The date and time stamp of the Williamson County Purchasing Department shall be the official date and time of receipt.

6. Altering Bid: Bidders **cannot alter or amend bid** after submission deadline.

7. Sales Tax: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

8. Contract: This Bid, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful bidder and Williamson County. No different or additional terms will become part of this contract.

9. Changes: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the Bid Package and or Bid Instructions/Requirements.

10. Delivery Times and Locations: The commodity and/or service covered by this Bid shall be as stated in the Bid Package.

11. Payments: The Construction Inspector will manage the Contractor payments. Invoices for the work specified in the Contract Documents will be submitted to the Construction Inspector. Upon satisfactory completion and acceptance of these invoices, the Construction Inspector will forward the invoices to the County via the GEC. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by Successful Bidder, County shall notify Successful Bidder of the error not later than the twenty first (21st) day after the date County receives the invoice. If the error is resolved in favor of Successful Bidder, Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date. As a minimum, invoices shall include:

(1) Name, address, and telephone number of Contractor and similar information in the event the payment is to be made to a different address

(2) County contract, Purchase Order, and/or delivery order number

(3) Identification of items or service as outlined in the contract

(4) Quantity or quantities, applicable unit prices, total prices, and total amount

(5) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department:
512-943-1573
accountspayable@wilco.org

12. Conflict of Interest: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. As of January 1, 2006 Vendors are responsible for complying with

Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx. The Williamson County Conflict of Interest Questionnaire is attached as a fillable form. This form must be completed, signed, and submitted with your bid (attached to the first Line Item of this bid) or completed electronically and signed electronically when entering your password in Bidsync.

13. Ethics: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

14. Minimum Standards for Responsible Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

    a. have adequate financial resources, or the ability to obtain such resources as required;

    b. be able to comply with the required or proposed delivery schedule;

    c. have a satisfactory record of performance;

    d. be otherwise qualified and eligible to receive an award.

    Williamson County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

15. References: Williamson County **REQUIRES** bidder to supply with this Bid, a list of at least **three (3) references** where like services have been supplied by their firm. The Bidder References Form is attached as a fillable form in this bid document. This form must be completed and attached to the first line item on your bid or included with an all paper bid.

16. Bidder shall provide with this Bid response, all documentation required by this Bid. Failure to provide this information may result in rejection of the Bid.

17. Termination for Default: Williamson County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for commodities/services which are unsatisfactory. Contractors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

18. Contract Administration: Under this contract, Robert Daigh, Williamson County Sr. Director of Infrastructure or designee, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful bidder or the Construction Inspector.

19. Purchase Order: Williamson County may generate a purchase order(s) to the successful bidder as products and/or services are required. The purchase order number must appear on all itemized invoices and/or request for payment.

20. Silence of Specifications: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

21. Contract Times and Liquidated Damages - Bidders must agree to commence work on or before a date to be specified in a written “Notice to Proceed” of the County, and to fully complete the project within the specified time stated in the proposal. Bidders must agree to pay liquidated damages in accordance with Special Provision 000-001 per day to County for

every day past the specified completion date stated in the proposal.

22. BIDS MUST BE: legible and of a quality that can be reproduced.

23. Bid forms that are included in the Bid package shall be used. **CHANGES to Bid forms made by bidders shall DISQUALIFY THE BID.** Exceptions to the Bid forms and or specifications shall be made on an **attachment** to the Bid package.

24. Workers Compensation Coverage Requirements: The Texas Labor Code, §406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity. The rule requires a governmental entity to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, §402.061. The information provided below is a result of this rule. By submitting your bid to the county, you are acknowledging that this rule is a part of these bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your bid or proposal be accepted by the Williamson County Commissioners' Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address, prior to beginning work:

Williamson County Purchasing Department
901 South Austin Avenue
Georgetown, Texas 78626

If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1553, or you may call the Texas Workers' Compensation Commission at (512) 804-4000.

A. Definitions: The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction – Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by Williamson County.

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

(5) Coverage agreement--A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(5) Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

(6) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person

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

(8) Project--Includes the provision of all services related to a building or construction contract for Williamson County.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project;

(2) no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify Williamson County in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new

certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; &

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

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

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

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

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from Williamson County.

25. **PERFORMANCE AND PAYMENT BONDS:** Chapter 262.032 and Chapter 2253.021 of the Texas Government Code governs the requirements for performance bonds and payment bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract. The bonds are to be executed within ten (10) days after receipt of written notification of award of contract prior to beginning work on the project and must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. In the event the bond exceeds $100,000.00, the surety must also (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of $100,000.00 from a reinsurer that is authorized and admitted as are insurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

In determining whether the surety or reinsurer holds a valid certificate of authority the County may rely on the list of companies holding certificates of authority as published in the Federal Register covering the date on which the bond is to be executed. If the public works contract is less than $50,000 the performance bond will not be required

as long as the contract provides that payment is not due until the work is completed and accepted by the county. The purpose of a performance bond is for the protection of the government entity and is conditioned on the faithful performance of the work being done in accordance with the plans, specifications and contract documents. The payment bond is for the protection of persons supplying labor and materials to the contractor to ensure payment.

26. **BIDDERS BOND:** All bids shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to Williamson County, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter into a contract and execute performance and payment bonds, as stipulated by item 25 above, within ten (10) days after notice of award of contract to him. Bid guarantees must be submitted in the same sealed envelope with the bid. Bids submitted without check or bid bonds will not be considered.
    **Bidders are not required to use Surety 2000** for your Bid Bond supplier, however; when bidding electronically in Bidsync and using Surety 2000, you may import your bid bond directly from the Surety 2000 web site. To use a different bond provider you MUST:

    1. Scan the completed bond
    2. Download the completed bond to the line item of this bid with your other required documents.

    Bid bonds must be attached to the line item of the electronic bid OR submitted in the same sealed envelope with a paper Bid.

27. All bid securities will be returned to the respective bidders within twenty-five (25) days after bids are opened, except those which the County elects to hold until the successful bidder has executed the contract. Thereafter, all remaining securities, including security of the successful bidder, will be returned within sixty (60) days.

28. Prior to submitting any bid, bidders are required to read the plans, specifications, bid, contract and bond forms carefully; to inform themselves by their independent research, test and investigation of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work and the time required for its completion and obtain all information required to make an intelligent bid.

29. Should the bidder find discrepancies in, or omissions from the plans, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should notify at once the Project Engineer and may obtain clarification or addendum prior to submitting any bid.

30. In case of ambiguity or lack of clarity in the statement of prices in the bids, the county reserves the right to consider the most favorable analysis thereof, or to reject the bid. Unreasonable (or unbalanced) prices submitted in a bid may result in rejection of such bid or other bids.

31. Award of the contract, if awarded, will be made within sixty (60) days after opening of the bids and no bidder may withdraw his bid within said sixty (60) day period of time unless a prior award is made.

32. Within ten (10) days of written notification of award of the contract, the bidder shall execute and furnish to the County the performance bond, or letter of credit if applicable, and payment bond as required by item 25 above; and the Certificate of Insurance showing coverages in accordance with contract documents. Failure to execute contract, Bonds and Certificate of Insurance shall be just cause for the annulment of the award. In case of the annulment of the award, the bid guarantee shall become the property of Williamson County, not as a penalty, but as a liquidated damage.

33. Any quantities given in any portion of the contract documents, including the plans, are estimates only, and the actual amount of work required may differ somewhat from the estimates. The basis for the payment shall be the actual amount of work done and/or material furnished.

34. **THE TEXAS HAZARD COMMUNICATION ACT**, Chapter 502 of the Health and Safety Code, Sec. 502.006, states that a chemical manufacturer or distributor shall provide appropriate Material Safety Data Sheets (MSDS) to employers who acquire hazardous chemicals in this state with each initial shipment and with the first shipment after a MSDS is updated. The MSDS must conform to the most current requirements of the OSHA standard in 29 CFR 1910.1200. By submitting your bid to the County you are acknowledging that this regulation is a part of this bid and that you will provide appropriate MSDS with each initial shipment and with the first shipment after a MSDS is updated.

35. **THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY** Under Revised Texas Hazard Communication Act (THCA) of 1993 states that it is the responsibility of all contractor/sub-contractors who bring hazardous chemicals onto county property to provide appropriate MSDS to the county at the work site. When exposure to a hazardous chemical is expected each contractor/sub-contractor shall be responsible for the appropriate training of their employees. For a copy of the Williamson County Hazard Communication Program Policy contact the Williamson County Unified Road & Bridge System Safety/Training Coordinator at 512/930-3330. By submitting your bid to the County you are acknowledging that this policy is a part of this bid and that you will provide appropriate MSDS to the county work site and provide for appropriate training as applicable.

36. **CERTIFICATE OF INTERESTED PARTIES TEXAS ETHICS COMMISSION (FORM 1295)** As of January 1, 2016, Bidders are responsible for complying with the Texas Government Code Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed contract to Williamson County.
    On January 1, 2016, the Texas Ethics Commission made available on its website a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:
    https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
    The Low Bidder must:
    1. Use the online application to process the required information on Form 1295
    2. Print a copy of the form which will contain a unique certification number
    3. An authorized agent of the Bidder must sign the printed copy of the form
    4. and have the form notarized
    5. the completed Form 1295 and certification of filing must be filed (scanning and emailing form is sufficient) with Williamson County prior to award of the contract by Commissioners Court.

37. Ambiguity, Conflict, or other Errors in the IFB If Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, Bidder shall immediately notify Williamson County Purchasing Department of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. If the Bidder fails to notify Williamson County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to Bidder, or an error or ambiguity that reasonably should have been known to Bidder, then Bidder shall be deemed to have waived the error or ambiguity or its later resolution. Williamson County may also modify the IFB, no later than 48 hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All addenda will be numbered consecutively, beginning with 1.

# SECTION 4
# BID FORM, BID AFFIDAVIT, BIDDER REFERENCES, & CONFLICT OF INTEREST QUESTIONNAIRE

# ALL REQUIRED DOCUMENTS MUST BE FILLED OUT AND SUBMITTED WITH BID

www.bidsync.com

**FOLLOWING CONTRACT AWARD REQUIRED DOCUMENTS WILL BE INSERTED IN THIS SECTION**

# SECTION 5
# STANDARD FORM OF AGREEMENT

# STANDARD FORM OF AGREEMENT

**STATE OF TEXAS**

**WILLIAMSON COUNTY**

**THIS STANDARD FORM OF AGREEMENT** (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and _____ (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **1702-148 Southwest Bypass Access Route**

## Article 2. Engineer of Record

The Project has been designed by **HDR Engineering, Inc.**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

## Article 3. Contract Time

The Work shall be Substantially Completed in **55** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

## Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES_____ $_____(dollars)
(insert words)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

## Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Williamson County, or anyone claiming under County has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

## Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

~~6.4 Maintenance Bond~~ OMITTED

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers _____ to _____, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

## Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

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

7.6 The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

7.7 This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

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

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____ CONTRACTOR_____

By:_____ By: _____

Dan A. Gattis,
Williamson County Judge Title: _____

[CORPORATE SEAL]

Attest_____ Attest_____

# SECTION 6
# WAGE RATES

# WAGE RATES

Contractor must pay all workers not less than the prevailing wage rate for Williamson County, Texas.

eneral Decision Number: TX170016 01/06/2017 TX16

Superseded General Decision Number: TX20160016

State: Texas

Construction Types: Heavy and Highway

Counties: Atascosa, Bandera, Bastrop, Bell, Bexar, Brazos, Burleson, Caldwell, Comal, Coryell, Guadalupe, Hays, Kendall, Lampasas, McLennan, Medina, Robertson, Travis, Williamson and Wilson Counties in Texas.

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McClennon and Williamson Counties) and HIGHWAY Construction Projects

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

| Modification Number | Publication Date |
|---|---|
| 0 | 01/06/2017 |

* SUTX2011-006 08/03/2011

| | Rates | Fringes |
|---|---|---|
| CEMENT MASON/CONCRETE FINISHER (Paving and Structures) | $ 12.56 | |
| ELECTRICIAN | $ 26.35 | |
| FORM BUILDER/FORM SETTER | | |
| Paving & Curb | $ 12.94 | |
| Structures | $ 12.87 | |
| LABORER | | |
| Asphalt Raker | $ 12.12 | |

Flagger.....$ 9.45
Laborer, Common.....$ 10.50
Laborer, Utility.....$ 12.27
Pipelayer.....$ 12.79
Work Zone Barricade
Servicer.....$ 11.85

PAINTER (Structures).....$ 18.34

POWER EQUIPMENT OPERATOR:
Agricultural Tractor.....$ 12.69
Asphalt Distributor.....$ 15.55
Asphalt Paving Machine.....$ 14.36
Boom Truck.....$ 18.36
Broom or Sweeper.....$ 11.04
Concrete Pavement
Finishing Machine.....$ 15.48
Crane, Hydraulic 80 tons
or less.....$ 18.36
Crane, Lattice Boom 80
tons or less.....$ 15.87
Crane, Lattice Boom over
80 tons.....$ 19.38
Crawler Tractor.....$ 15.67
Directional Drilling
Locator.....$ 11.67
Directional Drilling
Operator.....$ 17.24
Excavator 50,000 lbs or
Less.....$ 12.88
Excavator over 50,000 lbs...$ 17.71
Foundation Drill, Truck
Mounted.....$ 16.93
Front End Loader, 3 CY or
Less.....$ 13.04
Front End Loader, Over 3 CY.$ 13.21
Loader/Backhoe.....$ 14.12
Mechanic.....$ 17.10
Milling Machine.....$ 14.18
Motor Grader, Fine Grade....$ 18.51
Motor Grader, Rough.....$ 14.63
Pavement Marking Machine....$ 19.17
Reclaimer/Pulverizer.....$ 12.88
Roller, Asphalt.....$ 12.78
Roller, Other.....$ 10.50
Scraper.....$ 12.27
Spreader Box.....$ 14.04
Trenching Machine, Heavy....$ 18.48

Servicer.....$ 14.51

Steel Worker
Reinforcing.....$ 14.00
Structural.....$ 19.29

TRAFFIC SIGNAL INSTALLER
Traffic Signal/Light Pole
Worker.....$ 16.00

TRUCK DRIVER
Lowboy-Float.....$ 15.66
Off Road Hauler.....$ 11.88
Single Axle.....$ 11.79
Single or Tandem Axle Dump
Truck.....$ 11.68
Tandem Axle Tractor w/Semi
Trailer.....$ 12.81

WELDER.....$ 15.97

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

---

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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## WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator
(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

# SECTION 7
# PERFORMANCE BOND

# PERFORMANCE BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____ of the City of _____

County of _____, and State of _____, as principal, and

_____

authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto Williamson County (County) and the City of Georgetown (City), in the penal sum of

_____ Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written Agreement with the County, dated the _____ day of _____, 20_____ (the "Agreement"), to which the said Agreement, along with the Contract Documents referenced therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Agreement and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by the Agreement agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Agreement and the Contract Documents hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work performed thereunder, or to the Contract Documents referenced therein, shall in anyway affect the obligations on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms on the Agreement, or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this_____day of_____, 20___.

| | |
|---|---|
| PRINCIPAL | SURETY |
| SIGNATURE | SIGNATURE |
| NAME & TITLE | NAME & TITLE |
| ADDRESS | ADDRESS |
| | |
| (_____)_____ PHONE NUMBER | (_____)_____ PHONE NUMBER |

The name and address of the Resident Agency of Surety is:

_____

_____

| | |
|---|---|
| (_____)_____ PHONE NUMBER | _____ SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code) |

**********

I,_____, having executed Bonds
SIGNATURE

for_____do hereby affirm I have
NAME OF SURETY

verified that said Surety is now certified with Authority from either: (a) the Secretary of the Treasury of the United States if the project funding includes Federal monies; or (b) the State of Texas if none of the project funding is from Federal sources; and further, said Surety is in no way limited or restricted from furnishing Bond in the State of Texas for the amount and under conditions stated herein.

# SECTION 8
# PAYMENT BOND

# PAYMENT BOND

STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That _____

_____of the City of _____

County of _____, and State of _____, as Principal (hereinafter referred to as the "Principal"), and

_____
authorized under the laws of the State of Texas to act as Surety on bonds for principals (hereinafter referred to as the "Surety"), are held and firmly bound unto Williamson County, (hereinafter referred to as the "County"), in the penal sum of

_____Dollars

($_____) for the payment whereof, the said Principal and Surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written agreement with the County, dated the _____ day of _____, 20_____, to _____

_____ (hereinafter referred to as the "Agreement"), which said Agreement and the Contract Documents incorporated therein are hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said Agreement, then, this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

SURETY, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or to the other Contract Documents accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of such change, extension of time, alteration or addition to the terms of the Agreement, or to the work to be performed thereunder or to the other Contract Documents accompanying the same.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20___.

| | |
|---|---|
| _____ | _____ |
| PRINCIPAL | SURETY |
| _____ | _____ |
| SIGNATURE | SIGNATURE |
| _____ | _____ |
| NAME & TITLE | NAME & TITLE |
| _____ | _____ |
| ADDRESS | ADDRESS |
| _____ | _____ |
| (_____) _____ | (_____) _____ |
| PHONE NUMBER | PHONE NUMBER |

The name and address of the Resident Agency of Surety is:

_____

_____

| | |
|---|---|
| (_____) _____ | _____ |
| PHONE NUMBER | SIGNATURE OF LICENSED LOCAL RECORDING AGENT appointed to countersign on behalf of Surety (Required by Art. 21.09 of the Insurance Code) |

## ~~SECTION 9~~
## ~~MAINTENANCE BOND~~

**(OMITTED)**

# SECTION 10
# CERTIFICATE OF INSURANCE

# CERTIFICATE OF INSURANCE

TO: DATE:_____

_____ Project No.:_____
(COUNTY)

_____ Type of _____

_____ Project:_____
(ADDRESS)

THIS IS TO CERTIFY THAT _____
(Name and address of insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to the standard policy noted on reverse side hereof.

| TYPE OF INSURANCE | POLICY NO. | EFFECTIVE | EXPIRES | LIMITS OF LIABILITY | |
|---|---|---|---|---|---|
| Workmen's Compensation | | | | | |
| | | | | 1 Person | $ |
| Public Liability | | | | 1 Accident | $ |
| Contingent | | | | 1 Person | $ |
| Liability | | | | 1 Accident | $ |
| Property Damage | | | | | |
| Builder's Risk | | | | | |
| Automobile | | | | | |
| Other | | | | | |

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered:_____

Descriptions of Operations Covered:_____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

_____
(Name of Insurer)

By:_____

Phone No. (___) _____ Title:_____

# SECTION 11
# GENERAL CONDITIONS OF AGREEMENT

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# General Conditions of Agreement

## 1. Definition of Terms

For purposes of the Contract Documents, the following terms shall have the meanings set forth herein:

### 1.01 The Agreement

The term the "Agreement" shall mean Standard Form of Agreement by and between County and Contractor relating to the Work and the construction of the Project.

### 1.02 County

Williamson County, Texas, being a political subdivision of the State of Texas, is the entity identified in the Agreement and hereinafter referred to as the "County." Nothing contained in the Contract Documents shall create any contractual or agency relationship between any parties other than the County and the Contractor.

### 1.03 Department

The "Department" shall mean the Texas Department of Transportation (TxDOT).

### 1.04 Contractor

The term the "Contractor" shall mean the successful bidder that enters into the Agreement with the County for the construction of the Work and the Project defined by the Contract Documents.

### 1.05 Engineer

The term the "Engineer" shall mean the County Engineer or the authorized representative of the County Engineer.

### 1.06 General Engineering Consultant (GEC)

The term the "General Engineering Consultant" or "GEC" shall mean the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the Project. The GEC shall be responsible for the construction oversight of the Project.

### 1.07 Construction Observer

The "Construction Observer" or the "Observer" shall mean the County's employee or a contracted consultant who performs construction engineering and inspection services for the Project.

### 1.08 Construction Representative

The "Construction Representative" shall mean the GEC's designated field representative

during construction of the Project which shall provide for coordination and assistance of the construction observation effort.

**1.09 Engineer of Record**

The term "Engineer of Record" shall mean the County's design professional, who shall provide professional engineering design services for the Project.

**1.10 Contract Documents**

The "Contract Documents" shall consist of the Special Conditions, Notice for Bidders, Proposal, the fully executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (when required), General Conditions, Technical Specifications or Specifications, Plans and all modifications thereof incorporated in any such documents before the execution of the Agreement and all modifications that are made, in accordance with the Contract Documents, following the execution of the Agreement.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In case of conflict between any of the Contract Documents, priority of interpretation shall be in the following order: Fully Executed Agreement, Performance and Payment Bonds, Maintenance Bond, Special Bonds (if any), Proposal, General Conditions, Special Conditions, Technical Specifications or Specifications, and Plans.

**1.11 Subcontractor**

The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor. It includes one who furnishes material worked to special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

**1.12 Sub-Subcontractor**

The term "Sub-Subcontractor" means one who has a direct or indirect contract with a Subcontractor to perform any of the Work at the site. It includes one who furnishes material worked to a special design according to the plans or specifications of this work, but does not include one who merely furnishes material not so worked.

**1.13 Written Notice**

Written notice shall be deemed to have been duly served if delivered in person to the individual or to an officer of the entity for whom it is intended, or if delivered to or sent by registered mail to the last business address known to it who gives the notice.

**1.14 Work**

The Contractor shall provide and pay for all materials, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the Contract Documents (collectively known as the "Work"). Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The

Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which, when so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.

**1.15 Extra Work**

The term "Extra Work" as used in the Contract Documents shall be understood to mean and include all work that may be required by the County to be done by the Contractor to accomplish any change, alteration or addition to the Work shown upon the plans, or reasonably implied by the specifications, and not covered by the Contractor's Proposal, except as provided under Section 2.13 "Changes and Alterations" herein.

**1.16 Working Day**

The term "Working Day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions, not under the control of the Contractor, will permit construction of the principal units of the Work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

**1.17 Calendar Day**

The term "Calendar Day" is defined as any day of the week or month, no days being excepted.

**1.18 Substantially Completed**

The term "Substantially Completed" or "Substantial Completion" shall be understood to mean that all Project Work (or the work for a specified phase of the Project) requiring lane or shoulder closures or obstructions is completed, and traffic is following the lane arrangement as shown on the plans for the finished roadway (or the specified phase of work). Additionally, all pavement construction, resurfacing, traffic control devices, and pavement markings shall be in their final position (or as called for on the plans for the specified phase of work) at such time; provided, however, the Engineer may make an exception as to the permanent pavement markings being in their final position provided that, in the Engineer's sole discretion, the lack of markings does not cause a disruption to traffic flow or an unsafe condition for the traveling public, and work zone pavement markings are in place.

**1.19 Notice of Substantial Completion**

Notice issued to the Contractor by the Observer or County's Representative acknowledging Substantial Completion of the Project, signifying the end of time charges.

**1.20 Certificate of Completion**

Certificate issued to the Contractor by the Observer acknowledging "Final Completion" of the Project, as determined by completion of the Punch List, from which time the warranty period for the Project shall begin. The issuance of the Certificate of Completion shall serve as evidence of "Final Completion" and such certificate shall relieve the Contractor of ownership responsibilities for the Project, except for repair of damage caused by the Contractor or by the Contractor's operations to existing facilities or completed and substantially accepted work.

### 1.21 Certificate of Acceptance

Certificate issued to the Contractor by the County acknowledging final acceptance and purchase of the Project.

### 1.22 Project

The "Project" shall mean and include the Project defined, described and set forth in the Agreement.

### 1.23 Contract Time

The "Contract Time" shall mean the amount of time in which the Work shall be Substantially Completed. The number of days allotted for the Contract Time shall be specifically set forth in the Agreement.

### 1.24 Contract Price

The "Contract Price" shall mean the amount that the County shall pay the Contractor for completion of the Work in accordance with the Contract Documents. The specific amount of the Contract Price shall be determined pursuant to the terms of the Contract Documents.

## 2. Responsibilities of the Engineer and the Contractor

### 2.01 County-Observer Relationship

The Observer will be the County's contracted consultant during construction. The duties, responsibilities and limitations of authority of the Observer as the County's representative during construction are as set forth in the Contract Documents and/or the Agreement for Construction Engineering and Inspection Services and shall not be extended or limited without written consent of the County or the Observer. The Observer will advise and consult with the County and the GEC, and all of the County's instructions to the Contractor shall be issued through the Observer.

### 2.02 Professional Observation by the Construction Observer

The Observer shall be on the jobsite when work is being performed to provide construction engineering inspections of the Work performed by the Contractor. In addition to performing material testing on behalf of the County, the Observer shall review the progress of the executed Work and to determine if such Work meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Observer shall not be responsible, directly or indirectly, for the Contractor's construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith. Notwithstanding any other provision of the Contract Documents, the Engineer and the Observer shall not be responsible or liable for any acts, errors, omissions or negligence of the Contractor, any Subcontractor or any of the Contractor's or Subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the Work.

## 2.03 Payments for Work

The Observer shall review the Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and recommend, in writing to the GEC for review, payment to the Contractor in such amounts; such recommendation of payment to the Contractor constitutes a representation to the County of the Observer's professional judgment that the Work has progressed to the point indicated to the best of its knowledge, information and belief, but such recommendation of an application for payment to the Contractor shall not be deemed as a representation by the Observer that the Observer has made any examination to determine how or for what purpose the Contractor has used the monies paid on account of the Contract Price.

## 2.04 Initial Determinations

The Observer initially shall determine all claims, disputes and other matters in question between the Contractor and the County relating to execution or progress of the Work or interpretation of the Contract Documents. The Observer's decision shall be rendered in writing to the GEC for review within a reasonable time, which shall not be construed to be less than ten (10) days.

## 2.05 Objections

In the event the Observer renders any decision which, in the opinion of either party hereto, is not in accordance with the meaning and intent of the Contract Documents, either party may file with the Observer its written objection to the decision within thirty (30) days of such decision by the Observer, and by such action may reserve the right to submit the question so raised to litigation as hereinafter provided.

## 2.06 Lines and Grades

Unless otherwise specified, all lines and grades shall be furnished by the Contractor at its own expense. Whenever necessary, construction work shall be suspended to permit performance of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefore.

## 2.07 Contractor's Duty and Superintendence

The Contractor shall give adequate attention to the faithful prosecution and completion of the Work subject of the Contract Documents and shall keep on the Project site, at all times during its progress, a competent Superintendent and any necessary assistants to supervise and direct the Work. The Superintendent shall represent the Contractor in its absence and all directions given to the Superintendent shall be as binding as if given to the Contractor.

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing its work under the Contract Documents, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the County and the Observer being interested only in the result obtained and conformity of such completed improvements with the Contract Documents.

Likewise, the Contractor shall be solely responsible for the safety of itself, its employees and other persons, as well as for the protection and safety of the improvements being erected and its property or any other person's property, as a result of its operations under the Contract Documents. Engineering construction drawings and specifications, as well as any additional information concerning the Work to be performed passing from or through the Observer, shall not be interpreted as requiring or allowing the Contractor to deviate from the Contract documents, the plans and specifications; the intent of such drawings, specifications and any other such information being to define with specificity the agreement of the parties as to the Work the Contractor is to perform.

Any review of work in process, or any visit or observation and inspection during construction, or any clarification of plans and specifications, by the Observer or the County, or any agent, employee, or representative of either of them, whether through personal observation or inspection on the Project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or methods, is agreed by the Contractor to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications constituting the Contract Documents, or for the purpose of enabling the Contractor to more fully understand the plans and specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of its work on the Project, including but not limited to the propriety of means and methods of the Contractor in performing in accordance with the Contract Documents, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Observer, the Engineer, or any of their representatives, whether called to the Contractor's attention or not, shall in no way relieve the Contractor from its responsibility to complete all work in accordance with the Contract Documents.

## 2.08 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under the Contract Documents.

## 2.09 Character of Workers

The Contractor agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under the Contract Documents, to do the Work; and agrees that whenever the Observer shall inform it in writing that any workers on the Work are, in its opinion, incompetent, unfaithful or disorderly, or refuse instructions from the Observer in the absence of the Superintendent, such worker shall be discharged from the Work and shall not again be employed on the Work without the Observer's written consent. No illegal alien may be employed by any Contractor for work on this Project, and a penalty

of $500.00 per day will be assessed for each day and for each illegal alien who works for the Contractor at this Project.

## 2.10 Shop Drawings

The Contractor shall submit to the Observer, with such promptness as to cause no delay in its own work or in that of any other contractor, a minimum of four (4) stamped/reviewed copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades, and the Engineer of Record shall pass upon them with reasonable promptness, making desired corrections. Note: A single copy of the reviewed drawings shall be retained by the reviewer, the County, and the County's Representative for their records. The Contractor may not submit more than four different shop drawing plans for review in any one week. The Engineer of Record shall return the shop drawings to the Contractor, via the GEC, within three (3) weeks of its having received them, with appropriate comments. The Contractor shall make any corrections required by the Engineer of Record, file with it two (2) corrected copies and furnish such other copies as may be needed. The Engineer of Record's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless the Contractor has in writing called the Engineer of Record's attention to such deviations at the time of submission, nor shall it relieve Contractor from responsibility for errors of any sort in shop drawings or schedules. It shall be the Contractor's responsibility to fully and completely review all shop drawings to ascertain their effect on its ability to perform the required work in accordance with the Contract Documents and within the time for completion thereof. Any shop drawings which are required for temporary supports must be signed and sealed by an Engineer registered in the State of Texas.

Such review by the Engineer of Record shall be for the sole purpose of determining the sufficiency of said shop drawings or schedules to result in finished improvements in conformity with the plans and specifications, and shall not relieve the Contractor of its duties and obligations, as an independent contractor, set forth in the Contract Documents. It is hereby expressly understood and agreed that the Engineer of Record does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during the Contractor's performance hereunder.

## 2.11 Preliminary Approval

The Observer shall not have the power to waive the obligations of the Contract Documents for the furnishing by the Contractor of good material, and of its performing good work as herein described, and in full accordance with the Contract Documents. No failure or omission of the Observer to discover, object to or condemn any defective work or material shall release the Contractor from the obligations to fully and properly perform in full accordance with the Contract Documents, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance upon the discovery of said defective work or material; provided, however, that the Observer shall, upon request of the Contractor, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the Observer,

such acceptance shall be binding on the County unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered to be taken up or removed for re-examination by the Observer, prior to final acceptance, and if found not in accordance with the plans and/or specifications for said work, all expenses relating to the removing, re-examination and replacement shall be solely borne by the Contractor. Otherwise, if the questioned work is found to be in accordance with the plans and/or specifications for said work, the expense thus incurred shall be allowed as Extra Work and shall be paid for by the County; provided, however, where inspection or approval is specifically required by the specifications prior to performance of certain work, should the Contractor proceed with such work without requesting prior inspection or approval, the Contractor shall bear all expense of taking up, removing, and replacing this work if so directed by the Observer.

## 2.12 Defects and Their Remedies

It is further agreed that if the Work or any part thereof, or any material brought on the site of the Work for use in the Work or selected for the same, shall be deemed by the Observer as unsuitable or not in conformity with the Contract Documents, or the intent thereof, the Contractor shall, after receipt of notice thereof from the Observer, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the Contract Documents.

## 2.13 Changes and Alterations

The Contractor further agrees that the County may make such changes and alterations as the County may see fit in the line, grade, form, dimensions, plans or materials for the Work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of the Contract Documents.

If such changes or alterations diminish the quantity of the Work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the Work that may be dispensed with, except as provided for unit price items under Section 5 “Measurement and Payment”. If the amount of work is increased, and the Work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under the Contract Documents, except as provided for unit price items under Section 5 “Measurement and Payment”. Otherwise, such additional work shall be paid for as provided under Extra Work. In the event the County makes such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the County shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change, due to actual expense incurred in preparation for the Work as originally planned.

# 3. General Obligations and Responsibilities

## 3.01 Keeping of Plans and Specifications Accessible and Keeping a Superintendent on the Project Site

The Contractor shall keep one (1) copy of the plans and specifications constantly accessible on the Work, with the latest revisions noted thereon. The Contractor shall give the Work its constant attention to facilitate the progress thereof and shall cooperate with the Construction Observer in every way possible. The Contractor shall designate, to the Construction Observer in writing, the name of a Superintendent, employed by the firm, regardless of how much of the Work may be sublet. The Superintendent will be available at all time. In the event a competent superintendent is not available, the Construction Observer may suspend work until one is available.

## 3.02 Ownership of Documents

All drawings, specifications and copies thereof furnished by the Engineer of Record shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to the Engineer of Record on request, at the completion of the work. All models, drawings, specifications and copies thereof are the property of the County.

## 3.03 Adequacy of Design

It is understood that the County believes it has employed competent engineers and designers. It is therefore agreed that the County and Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project provided that the Contractor has complied with the requirements of the said Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the County. The burden of proof of such compliance shall be upon the Contractor to show that it has complied with the said requirements of the Contract Documents, approved modifications thereof, and all approved additions and alterations thereto.

The paper copies of the Contract Documents are considered to be the official contract documents. Any request by the Contractor and use thereof of electronic or digital information, including engineering design and survey files, shall be at the sole risk and legal responsibility of the Contractor. Neither the County nor the Engineer of Record makes any warranty or representation as to the compatibility of the files provided with other software programs, nor shall they be held responsible for subsequent uses of the data by the Contractor or anyone who may obtain the data from the Contractor. **THE CONTRACTOR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD THE COUNTY ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES AND THE ENGINEER OF RECORD HARMLESS FROM ANY AND ALL CLAIMS, SUITS, LIABILITY, DEMANDS OR COSTS ARISING OUT OF OR RESULTING FROM SUCH USE.** Because data stored on electronic media can deteriorate undetected or be modified undetected, neither the County nor the Engineer of Record can be held liable for the completeness or correctness of the electronic data once in possession of the Contractor.

## 3.04 Contractor's Responsibility for Work

Until the issuance of the Certificate of Completion for the Project, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non execution of the Work.

In case of suspension of work for any cause, the Contractor shall be responsible for the preservation of all materials. The Contractor shall provide suitable drainage of the roadway in good and passable condition until Final Completion, except as outlined below for opening the roadway to traffic.

Whenever, in the opinion of the Observer, any roadway or portion thereof is in suitable condition for travel, it shall be opened to traffic; provided, however, such opening shall not be held to be, in any way, the final acceptance of the roadway or any part thereof or be held as a waiver of any of the provisions of the Contract Documents. Where it is considered by the Observer to be in the public interest and so ordered in writing by the Observer, any Substantially Completed roadway or portion thereof may be opened to traffic as follows:

(1) When both required by plans, job sequence or the approved traffic control plan, and when the County accepts responsibility for maintaining such portion of the roadway opened to traffic.
(2) When work is suspended for a period of time at the convenience of the County, the County will assume the responsibility for maintaining the entire roadway during the period of suspension; or
(3) When the roadway or portion thereof is opened to traffic during construction operations at the convenience of the County, the County will assume responsibility for the maintenance of the traveled way and shoulders during the period in which it is opened to traffic.

The County, in assuming responsibility for maintenance under this provision, may require the Work to be done in accordance with Section 6, "Extra Work and Claims".

Except for damage by the Contractor or damage caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing facilities or damage to completed and accepted work such as guard fence, bridge wings, railing, illumination assemblies, underpass structure, traffic barriers, delineator assemblies, signs, sign bridges, changeable message signs, vehicle impact attenuators (crash cushions and guardrail end treatments) and traffic signals, where such damage is caused by (a) motor-vehicle, seacraft or aircraft that are not being operated by Contractor; (b) railroad-train collision (c) vandalism: (d) Acts of God, such as earthquake, tidal wave, tornado, hurricane, or other cataclysmic phenomena of natures: or (e) Acts of Governmental Authorities.

Upon completion of all work provided for in the Contract Documents for any individual limits, control or project, the Observer may make an inspection, and if the Work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of

the Work, except for damage caused by the Contractor or its operations. Such partial acceptance must be made in writing and shall in no way void or alter any terms of the Contract Documents. Other specific units of the Project will be accepted on an individual basis when shown on the plans or as approved, in writing, by the Observer.

### 3.05 Protection Against Accident to Employees and the Public

The Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the Work and shall comply with all applicable provisions of federal, state, and municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall, except where incompatible with federal, state, or municipal laws or regulations, be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices. The safety precautions actually taken and their adequacy shall be the sole responsibility of the Contractor, acting at its discretion as an independent contractor.

Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of anyone, whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of the Work, the Contractor shall send a written report of such accident or other event to the County and the Observer, setting forth a full and concise statement of the facts pertaining thereto. Such statement shall include a written recordation of the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining of medical reports and other documentation that defines the event. The Contractor shall also provide to the County a copy of any and all accident reports received from safety officials or agencies. Copies of such documentation shall be provided to the County and the Observer for their records. The Contractor shall also immediately send the County and the Observer a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of the Work.

### 3.06 Performance and Payment Bonds

Unless otherwise specified, it is further agreed by the parties to the Contract Documents that the Contractor will execute separate performance and payment bonds, each in the sum of one hundred (100%) percent of the total Contract Price, on forms acceptable to County, guaranteeing faithful performance of the Work and the fulfillment of any guarantee required, and further guaranteeing payment to all persons supplying labor and materials or furnishing Contractor with any equipment in the execution of the Work subject of the Contract Documents. It is agreed that the Contractor shall have no rights under the Contract Documents until such performance and payment bonds are furnished to and approved by the County.

Unless otherwise specified, the cost of the premium for the performance and payment bonds shall be included in the price bid by the Contractor for the Work subject of the Contract Documents, and no extra payment for such bonds will be made by the County.

Each bond shall be executed by a corporate surety or corporate sureties, with an A.M. Best rating of "B" or better, duly authorized to do business and to issue surety bonds in the State of Texas. If any surety upon any bond furnished in connection herewith becomes insolvent, or otherwise not authorized to do business in this state, the Contractor shall promptly furnish equivalent security to protect the interests of the County and of persons supplying labor, materials and equipment in the prosecution of the Work subject of the Contract Documents. Furthermore, the surety company underwriting the bonds must be acceptable to the County.

Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed, with the corporate embossed seal, to the bond) authorizing the agent who signs the bond to commit the company to the terms of the bond, and stating on the face of the Power of Attorney the limit, if any, in the total amount for which such agent is empowered to issue a single bond.

## 3.07 Protection of Adjoining Property

The Contractor shall take proper means to protect the adjacent or adjoining property or properties, in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken pursuant to the Contract Documents, from any damage or injury by reason of said process of construction; and the Contractor shall be liable for any and all claims for such damage on account of its failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE WORK, BUT ANY SUCH INDEMNITY SHALL NOT APPLY TO ANY CLAIM OF ANY KIND ARISING SOLELY OUT OF THE EXISTENCE OR CHARACTER OF THE WORK.**

## 3.08 Protection Against Claims of Subcontractors, Laborers, Materialmen and Furnishers of Machinery, Equipment and Supplies

**THE CONTRACTOR AGREES THAT IT WILL INDEMNIFY, DEFEND AND SAVE HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ALL CLAIMS GROWING OUT THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY, MACHINERY PARTS, EQUIPMENT, POWER TOOLS, AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THE WORK SUBJECT OF THE CONTRACT DOCUMENTS.** When so desired by the County, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to furnish such evidence to County's complete satisfaction, then the County may either pay directly any unpaid bills of which the County has written notice of, or may withhold from

the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims. When satisfactory evidence is furnished that all liabilities have been fully discharged, payments to the Contractor shall be resumed in full in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligation upon the County by either the Contractor or its surety.

### 3.09 Protection Against Royalties or Patented Invention

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letter patent or copyright by suitable legal agreement with the patentee or owner. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT RIGHTS AND SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE COUNTY SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE COUNTY; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY AND SAVE THE COUNTY HARMLESS FORM ANY LOSS ON ACCOUNT THEREOF.** If the material or process specified or required by the County is known by the Contractor to be an infringement, the Contractor shall be responsible for such loss unless it promptly gives such information to the County.

### 3.10 Laws and Ordinances

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinance and regulations, which in any manner affect the Contract Documents or the Work, and **SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, THE OBSERVER THE GEC AND THE ENGINEER OF RECORD, AS WELL AS ANY OF THEIR AGENTS, REPRESENTATIVES, OFFICERS OR EMPLOYEES AGAINST ANY CLAIM ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES, AND REGULATIONS WHETHER BY THE CONTRACTOR OR ITS EMPLOYEES, EXCEPT WHERE SUCH VIOLATIONS ARE CALLED FOR BY THE PROVISIONS OF THE CONTRACT DOCUMENTS.** If the Contractor observes that the plans and specifications are at variance therewith, it shall promptly notify the Observer, in writing, and any necessary changes shall be prepared as provided in the Contract Documents for changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Observer, the Contractor shall bear all costs arising therefrom.

In case the County is a body politic and corporate, the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the County may enter into contract, shall be controlling and shall be considered as part of the Contract Documents to the same effect as though embodied herein.

## 3.11 Assignment and Subletting

The Contractor further agrees that it will retain personal control and will give its personal attention to the fulfillment of the Work strictly in accordance with the Contract Documents and that Contractor will not assign, by Power of Attorney or otherwise, or sublet any right or interest it may have under the Contract Documents without the written consent of the Observer, and that no part or feature of the Work will be sublet to anyone objectionable to the Observer or the County. The Contractor further agrees that the subletting of any portion or feature of the Work, or materials required in the performance of the Work, shall not relieve the Contractor from its full obligations to the County as provided in the Contract Documents.

## 3.12 Indemnification

**THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COUNTY, THE OBSERVER, THE GEC AND THE ENGINEER OF RECORD AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGE, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:**

**(1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY PERSON INCLUDING CONTRACTOR'S EMPLOYEES AND ANY SUBCONTRACTOR'S EMPLOYEES AND ANY SUB-SUBCONTRACTOR'S EMPLOYEES, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING CONTRACTOR'S PROPERTY (OTHER THAN THE WORK ITSELF) AND THE PROPERTY OF ANY SUBCONTRACTOR OF SUB-SUBCONTRACTOR INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND,**

**(2) IS CAUSED IN WHOLE OR IN PART BY ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.**

**THE OBLIGATION OF THE CONTRACTOR UNDER THIS PARAGRAPH SHALL NOT EXTEND TO THE LIABILITY OF THE OBSERVER, THE ENGINEER, THE GEC, THE ENGINEER OF RECORD THEIR AGENTS OR EMPLOYEES ARISING OUT OF THE PREPARATION OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS, OR THE APPROVAL OF MAPS, PLANS, REPORTS, SURVEYS, CHANGE ORDERS, DESIGNS OR SPECIFICATIONS OR THE ISSUANCE OF OR THE FAILURE TO GIVE DIRECTIONS OR INSTRUCTIONS BY THE OBSERVER, ITS AGENTS OR EMPLOYEES, PROVIDED SUCH IS THE SOLE CAUSE OF THE INJURY OR DAMAGE.**

**IN ANY AND ALL CLAIMS AGAINST THE COUNTY, THE OBSERVER THE GEC OR THE ENGINEER OF RECORD OR ANY OF THEIR AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANY SUB-SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER SECTION 3.12 SHALL NOT BE**

**LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUBCONTRACTOR OR SUB-SUBCONTRACTOR UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.**

## 3.13 Insurance

The Contractor at its own expense shall purchase, maintain and keep in force such insurance as will protect Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract Documents, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(1) Workman's compensation claims, disability benefits and other similar employee benefit acts;

(2) Claims for damages because of body injury, occupational sickness or disease, or death of its employees, and claims insured by usual bodily injury liability coverages;

(3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees, and claims insured by usual bodily injury liability coverages; and

(4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

**CERTIFICATE OF INSURANCE.** Before commencing any of the Work, Contractor shall file with the County valid Certificates of Insurance acceptable to the County and the Observer. Such Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the County.

The Contractor shall also file with the County valid Certificates of Insurance covering all Sub-contractors of the Contractor.

## 3.14 Final Clean-up

Upon the completion of the Work and before acceptance and Final Payment will be made, the Contractor shall clean and remove from the site of the Work all surplus and discarded materials, temporary structures and debris of every kind. The Contractor shall leave the site of the Work in a neat and orderly condition at least equal to that which originally existed. Surplus and waste materials removed from the site of the Work shall be disposed of at locations that are both satisfactory to the Observer and in accordance with the laws pertaining to the disposal of such surplus, debris and waste materials.

In the event the Contractor fails or refuses to clean and remove surplus materials and debris as provided above, the County or the Observer may do so, or cause same to be done, at the

Contractor's expense, and the reasonable cost thereof shall be deducted from any amounts that are owing to the Contractor.

## 4. Prosecution and Progress

### 4.01 Time and Order of Completion

It is the meaning and intent of the Contractor Documents, unless otherwise specifically provided, that the Contractor shall be allowed to prosecute its work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to the economy of construction; provided, however, that the order and the time of prosecution shall be such that the Work shall be substantially completed, as a whole and in part, in accordance with the Contract Documents and within the time of completion designated in the Contractor's bid or proposal; provided, however, when the County is having other work done on the same Project or an adjoining project, either by contract or by its own force, the Observer may direct the time and manner of constructing the Work done under the Contract Documents, so that conflict will be avoided and the construction of the various works and projects being performed for the County shall be harmonized.

Unless otherwise specified, the Contractor shall plan to begin work 10 calendar days from the authorization date to begin work as designated by the Notice to Proceed.

The Contractor shall submit, at such times as may reasonably be requested by the Observer, schedules which shall show the order in which the Contractor proposes to carry on the Work, the dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts.

Nighttime work is allowed only when shown on the plans or directed or allowed by the Engineer. Nighttime work is defined as work performed from 30 min. after sunset to 30 min. before sunrise.

### 4.02 Extension of Time

Should the Contractor be delayed in the completion of the Work by any act or neglect of the County, the Observer or the Engineer of Record, or of any employee of either, or by other contractors employed by the County, or by changes ordered in the Work, or by strikes, lockouts, fires, and unusual delays by common carriers, or unavoidable cause or causes beyond the Contractor's control, or by any cause which the Observer shall decide justifies the delay, then an extension of time shall be allowed for completing the Work, sufficient to compensate for the delay, the amount of the extension to be determined by the Observer; provided, however, before the Observer may decide whether or not to allow such an extension of time, the Contractor must tender a prompt written request for an extension of time wherein the Contractor shall give the Observer a written description of the cause of such delay. Adverse weather conditions will not be justification for extension of time on "Calendar Days" contracts.

### 4.03 Hindrances and Delays

No claims shall be made by the Contractor for damages resulting from hindrances or delays from any cause (except where the Work is stopped by order of and for the convenience of the County) during the progress of any portion of the Work embraced in the Contract Documents. In case said work shall be stopped by the act of the County, then such expense, as in the sole judgment of the Observer is caused by such stoppage of said work, shall be paid by the County to the Contractor.

## 5. Measurement and Payment

### 5.01 Quantities and Measurements

No extra or customary measurements of any kind will be allowed. Rather the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided otherwise in the Contract Documents.

### 5.02 Estimated Quantities

The Contract Documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under the Contract Documents, they are approximate and are to be used only as a basis for estimating the probable cost of the Work and for comparing the proposals offered for the Work. It is understood and agreed that the actual amount of work to be done and material to be furnished under the Contract Documents may differ somewhat from these estimates.

Plans quantities may or may not represent the exact quantity of work performed or material moved, handled, or placed during the execution of the Work. For plans quantity measurement items, the estimated bid quantities are designated as final payment quantities, unless revised by the governing specifications. If the actual quantity measured as outlined under “Measurement” varies by more than 5% (or as stipulated under “Measurement” for specific Items) from the total estimated quantity for an individual Item originally shown in the Contract Documents, an adjustment may be made to the quantity of authorized work done for payment purposes. The party requesting the adjustment will provide field measurements and calculations showing the revised quantity. When approved, this revised quantity will constitute the final quantity for which payment will be made. Payment for revised quantity will be made at the unit price bid for that Item, except as provided for in the Contract Documents. When quantities are revised by a change in design approved by the County, by change order, or to correct an error on the plans, the plans quantity will be increased or decreased by the amount involved in the change, and the 5% variance will apply to the new plans quantity.

Where payment is based on the unit price method, the Contractor agrees that it will make no claim for damages, anticipated profits or otherwise on account of any differences which may be found between the quantities of work actually done, the material actually furnished under the Contract Documents and the estimated quantities contemplated and contained in the proposal; provided, however, that in case the actual quantity of any major item should

become as much as twenty-five percent (25%) more than or twenty-five percent (25%) less than the estimated or contemplated quantity for such items, then either party to the Agreement, upon demand, shall be entitled to revised consideration upon the portion of the Work above or below twenty-five percent (25%) of the estimated quantity.

A "Major Item" shall be construed to be any individual bid item incurred in the proposal that has a total cost equal to or greater that five percent (5%) of the total contract cost, computed on the basis of the proposal quantities and the contract unit prices.

Any revised consideration is to be determined by agreement between the parties, otherwise by the terms of the Contract Documents, as provided under Section 6.03 "Extra Work".

**5.03 Price of Work**

In consideration of the furnishing of all the necessary labor, equipment and material, and the completion of all of the Work by the Contractor, and on the completion of all of the Work and on the delivery of all material in full conformity with the specifications and stipulations contained in the Contract Documents, the County agrees to pay the Contractor the Contract Price that is set forth in the Agreement. The Contractor hereby agrees to receive such Contract Price in full for furnishing all material and all labor required for the Work, also for all expense incurred by Contractor, and for well and truly performing the same and the whole thereof in the manner with and in accordance to the Contract Documents.

**5.04 Partial Payments**

On or before the first Wednesday of each month, the Contractor shall submit to the Observer a statement showing the total value of the Work performed up to and including the last day of the preceding month. The statement shall also include the value of all sound materials delivered on the job site and to be included in the Work and all partially completed work whether bid as a lump sum or a unit item which, in the opinion of the Observer, is acceptable. The Observer shall either examine and approve by signature or modify and approve such modified statement.

The County shall then pay the Contractor, within 30 days of the statement submittal, the total amount of the approved statement, less ten percent (10%) of the amount thereof, which ten percent (10%) shall be retained until Final Payment, and further less all previous payments and all further sums that may by retained by the County under the terms of the Contract Documents and/or under state or federal law. It is understood, however, that in case the whole work be near to completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, then the County may, upon written recommendation of the Observer, pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor, at the County's option, may be relieved of the obligation to fully complete the Work and, thereupon, the Contractor shall receive payment of the balance due Contractor under the contract subject to the terms and conditions stated in the Contract Documents.

(1) When work progress is fifty percent (50%) complete, as determined by the value of the work completed to date against the original or revised contract amount, whichever is greater, the County may reduce the amount retained to five percent (5%) of the value of all work satisfactorily complete to date, including the value paid for materials on hand, provided, in the sole opinion of the Observer, the Contractor is making satisfactory progress toward completion of the project in a timely manner and there is no other cause to retain a greater percentage.
(2) Upon issuance of the NOTICE OF SUBSTANTIAL COMPLETION and agreement to final project quantities, the percent retained may be further reduced, at the discretion of the Engineer and the Observer, to two percent (2%) of the total value of all work completed to date. This amount shall be retained until Final Payment and close out of the project.

## 5.05 Punch List

The Contractor shall notify the Observer in writing when, in the Contractor's opinion, the Work has been "Substantially Completed" and when so notifying the Observer, the Contractor shall furnish to the Observer, in writing, a detailed list of unfinished work, also known as the Punch List. The Observer will review the Punch List and will add any items that the Contractor failed to include on said list. The fact that a structure or facility has been "Substantially Completed" shall not excuse the Contractor from performing all of the Work undertaken, whether such work is of a minor or major nature. Furthermore, the Contractor shall remain obligated to fully complete the Work and perform its obligations under the Contract Documents after the Work has been Substantially Completed.

## 5.06 Final Completion and Acceptance

The Contractor shall have a specified time period for completion of the Punch List items, as set forth in Section XI of the Special Conditions, "Completion of Work on Time." Within ten (10) days after the Contractor has given the Observer written notice that the Punch List has been completed, the Observer shall inspect the Work and within said time, if the Work is found to be completed in accordance with the Contact Documents, the Observer shall issue to the Contractor its Certificate of Completion. In the event the Punch List has not been completed, the Observer shall advise the Contractor, in writing, of the Observer's basis for deeming the Punch List incomplete. Following the Contractor's receipt of the Observer's notice that the Punch List is incomplete, the Contractor shall complete the remaining items prior to the expiration of the above referenced specified time period for completion of the Punch List items. Upon satisfactory completion of the Punch List and the issuance of the Certificate of Completion, it shall be the Contractor's responsibility to submit the contract close-out documents, which shall include the record drawings, maintenance bond and Affidavit of All Bills Paid, and thereupon it shall be the duty of the County to issue a Certificate of Acceptance (Final Acceptance) to the Contractor.

## 5.07 Final Payment

Upon the issuance of the Notice of Substantial Completion, the Observer shall proceed to make final measurements and prepare final statement for the value of all work performed and materials furnished under the terms of the Contract Documents and shall certify same to the

County, and, then, Final Payment shall be made to the Contractor. At the County's sole discretion, this payment may include payment for work remaining to be performed in association with the removal of temporary erosion controls or the establishment of permanent stabilization measures. On or after the 30th day, and before the 35th day after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract Documents shall be paid. Neither the Certificate of Acceptance nor the Final Payment, nor any provision in the Contract Documents, shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

## 5.08 Payments Withheld

The County may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:

(a) Defective work not remedied or other obligations hereunder not completed.
(b) Claims filed or reasonable evidence indicating the probable or potential filing of claims.
(c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
(d) Damage to the County or another contractor's work, material or equipment.
(e) Reasonable doubt that the Work can be completed for the unpaid balance of the contract amount or Contract Price.
(f) Reasonable indication that the Work will not be completed within the contract time.
(g) Other causes affecting the performance of the Work subject of the Contract Documents.

When the above grounds are removed or the Contractor provides a surety bond satisfactory to the County, which will protect the County in the amount withheld, payment shall be made for amounts withheld because of them.

## 5.09 Delayed Payments

Should the County fail to make payment to the Contractor of the sum named in any partial or final statement, when such payment is due, then the County shall pay to the Contractor, in addition to the sum shown as due by such statement, interest thereon in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. County's payment of the amount due plus said interest shall fully liquidate any injury to the Contractor growing out of such delay in payment. It is expressly agreed that delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not constitute, on the part of the County, a breach under the Contract Documents, nor shall it serve as an abandonment by the County. Furthermore, any delay by the County in making payment to the Contractor of the sum named in any partial or final statement shall not, to any

extent or for any time, relieve the Contractor of its obligations to fully and completely perform pursuant to the terms of the Contract Documents.

## 6. Extra Work and Claims

### 6.01 Change Orders

Without invalidating the Agreement or any terms of the Contract Documents, the County may, at any time or from time to time, order additions, deletions or revisions to the Work. Any such additions, deletions or revisions to the Work may only be effectuated and authorized by written Change Order. The said written Change Order shall be prepared by the GEC for execution by the County and the Contractor. The Change Order shall set forth the basis for any change in Contract Price, as hereinafter set forth in Section 6.03, Extra Work, and for any change in contract time which may result from the change.

In the event the Contractor shall refuse to execute a Change Order which has been prepared by the GEC and executed by the County, the GEC may, in writing, instruct the Contractor to proceed with the Work as set forth in the Change Order and the Contractor shall thereafter proceed with such work. The Contractor may make claim against the County for Extra Work involved under the Change Order, as hereinafter provided.

### 6.02 Minor Changes

The Observer may authorize minor changes in the Work which are not inconsistent with the overall intent of the Contract Documents and which do not involve an increase in Contract Price. If the Contractor believes that any minor change or alteration authorized by the Observer involves Extra Work which entitles it to an increase in the Contract Price, the Contractor shall make written request to the Observer for a written Field Order. For purposes of this section, a "Field Order" shall mean the Contractor's cost proposal for the Extra Work that the Contractor believes would increase the Contract Price.

In such case, the Contractor, by copy of its communication to the Observer or by separate writing, shall advise the County of its request to the Observer for a written Field Order. The Contractor's notice to the County shall inform the County that the work subject of the written Field Order may result in an increase in the Contract Price.

Any request by the Contractor for a change in Contract Price shall be made prior to commencing the work covered by the proposed change.

### 6.03 Extra Work

It is agreed that the basis of compensation to the Contractor for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by the unit prices upon which the Work and Project was bid to the extent such work can be fairly classified within the various work item descriptions. For work that cannot be fairly classified within the said various work item descriptions, the basis of compensation to the Contractor

for work either added or deleted by a change order or for which a claim for Extra Work is made shall be determined by one or more of the following methods:

Method (A)
By agreed unit prices; or

Method (B)
By agreed lump sum; or

Method (C)
If neither Method (A) nor Method (B) is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the "actual field cost" of the Work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the Contractor of all workmen, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water and similar operating expenses, also all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on performance and payment bonds and maintenance bonds, public liability and property damage and workers' compensation, and all other insurance as may be required by any law or ordinance, or directed or agreed to by the County. The Observer may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the Observer. The Observer or the County may also specify, in writing before the Extra Work commences, the method of doing the Extra Work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment ownership Expense adopted by the Associated General Contractors of America. Where practicable the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. The fifteen percent (15%) of the "actual field cost" to be paid the Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the Contractor's camp or field office must be maintained primarily on account of such Extra Work; then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered, in writing, by the Observer. In case any orders or instructions, either oral or written, appear to the Contractor to involve Extra Work for which Contractor should receive compensation or an adjustment in

the construction time, Contractor shall make written request to the Observer for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the Observer insists upon its performance, the Contractor shall proceed with the Work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C).

### 6.04 Time of Filing Claims

The County and Contractor hereby agree and acknowledge that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Observer within thirty (30) days after the Observer has given any directions, order or instruction to which the Contractor desires to take exception. The Observer shall reply within thirty (30) days to such written exceptions by the Contractor and render the Observer's final decision in writing. In case the Contractor should appeal from the Observer's decision, the Contractor may file with the County its objection. It is further agreed that the acceptance by the Contractor of the Final Payment shall serve as a bar to any claims that the Contractor may have for matters arising prior to or after the Contractor's acceptance of the Final Payment.

### 6.05 Continuing Performance

The Contractor shall continue performance of the Work during all disputes or disagreements with the County. The production or delivery of goods, the furnishing of services and the construction of projects or facilities shall not be delayed, prejudiced or postponed pending resolution of any disputes or disagreements, except as the County may otherwise agree in writing.

## 7. Abandonment of Contract

### 7.01 Abandonment by Contractor

In case the Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from either the County or the Observer, or if the Contractor fails to comply with the orders of the Observer when such orders are consistent with the Contract Documents, then and in such case where performance bonds exist, the appropriate sureties on these bonds shall be provided with a notice of abandonment and notice for completion whereby (i) the sureties are notified of the Contractor's abandonment or Contractor's failure or refusal to resume work; and (ii) the sureties are directed to complete the Work. A copy of the notice of abandonment and notice for completion shall be delivered to the Contractor.

After receiving a copy of the above described notice of abandonment and notice for completion, the Contractor shall not remove from the Project any machinery, equipment, tools, materials or supplies that then currently exist on the Project site, but the same, together with any materials and equipment under contract for the Work, may be held for use on the Project by the County or the surety on the performance bond, or another contractor in completion of the Work; and the Contractor shall not receive any rental or credit therefor (except when used in connection with Extra Work, where credit shall be allowed as provided for under Section 6, Extra Work and Claims, herein), it being understood that the use of such

equipment and materials will ultimately reduce the cost to complete the Work and be reflected in the final settlement.

Where there is no performance bond provided or in case the surety should fail to commence compliance within ten (10) days after service of the herein above provided notice of abandonment and notice for completion, then the County may provide for completion of the Work in either of the following elective manners:

(1) The County may thereupon employ such force of men and use such machinery, equipment, tools, materials and supplies as the County may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to the Contractor, and expense so charged shall be deducted and paid by the County out of such monies as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of the Contract Documents. In case such expense is less than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under the Contract Documents if the same had been completed by the Contractor, then the Contractor and/or its surety shall pay the amount of such excess to the County, or

(2) The County, under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the area of the location of the Project, may let a contract for the completion of the Work under substantially the same terms and conditions which are provided in the Contract Documents. In case there is any increase in cost to the County under the new contract as compared to what would have been the cost under the Contract Documents, such increase shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete any such contract prove to be less than what would have been the cost to complete under the Contract Documents, the Contractor and/or its surety shall be credited therewith.

When the Work shall have reached Final Completion, the Contractor and its surety shall be so notified and Certificates of Completion and Acceptance, as provided in Section 5.06 herein above, shall be issued. A complete itemized statement of the contract accounts, certified by the Observer as being correct, shall then be prepared and delivered to the Contractor and its surety, whereupon the Contractor and/or its surety, or the County as the case may be, shall pay the balance due as reflected by said statement within fifteen (15) days after the date of such Certificate of Completion.

In the event the statement of accounts shows that the cost to complete the Work is less than that which would have been the cost to the County had the Work been completed by the Contractor under the terms of the Contract Documents, or when the Contractor and/or its surety shall pay the balance shown to be due by them to the County, then all machinery, equipment, tools, materials or supplies left on the site of the Project shall be turned over to the Contractor and/or its surety.

Should the cost to complete the Work exceed the exceed the amount the County would have been obligated to pay the Contractor had the Work been completed by the Contractor under the terms of the Contract Documents, and should the Contractor and/or its surety fail to pay the amount due the County within the time designated hereinabove, and should there remain any machinery, equipment, tools, materials or supplies on the site of the Project, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor and its surety at the respective addresses designated in the Contract Documents. After properly tendering such notice, such property shall be held at the risk of the Contractor and its surety subject only to the duty of the County to exercise ordinary care to protect such property. After fifteen (15) days from the date of said notice, the County may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and its surety. Such sale may be made at either public or private sale, with or without notice, as the County may elect. The County shall release, to their proper owners, any machinery, equipment, tools, materials, or supplies, which remain on the Project and which belong to persons other than the Contractor or its surety. The books on all operations provided herein shall be opened to the Contractor and its surety.

### 7.02 Abandonment by the County

In the event that the County should fail, within ten (10) days after receiving written notification from the Contractor, to comply with the terms of the Contract Documents, then the Contractor may suspend or wholly abandon the Work, and may remove therefrom all machinery, tools and equipment, and all materials on the Project site that have not been included in payments to the Contractor and have not been wrought into the Work. Thereupon, the Observer shall make an estimate of the total amount earned by the Contractor, which estimate shall include the value of all work actually completed by said Contractor (at the prices stated in the Contract Documents), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of the Contract Documents. The Observer shall then make a final statement of the balance due the Contractor by deducting from the above estimate all previous payments by the County and all other sums that may be retained by the County under the terms of the Agreement and the Contract Documents and the Observer shall certify same to the County who shall pay to the Contractor on or before thirty (30) days after the date of the Observer's certification.

## 8. Subcontractors

### 8.01 Award of Subcontracts for Portions of the Work

Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the contract, shall furnish to the Observer, in writing for acceptance by the County, a list of the names of the Subcontractors proposed for the principal portions of the Work. The Observer shall promptly notify the Contractor, in writing, if the County, after due investigation, has objection to any Subcontractor on such list and does not accept such Subcontractor.

The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work who has been rejected by the County. The Contractor will not be required to contract with any Subcontractor or person or organization against whom the Contractor has a reasonable objection.

If the County refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents or the Instructions to Bidders, the Contractor shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate change order shall be issued; however, no increase in the Contract Price shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting for acceptance any list or lists of names as required by the Contract Documents or the Instructions to Bidders.

If the County requires a change of any proposed Subcontractor or person or organization previously accepted by them, the Contract Price shall be increased or decreased by the difference in cost occasioned by such change and an appropriate change order shall be issued.

The Contractor shall not make any substitution for any Subcontractor or person or organization that has been accepted by the County, unless the substitution is acceptable to the County.

**8.02 Subcontractual Relations**

All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate written agreement between the Contractor and the Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

(1) preserve and protect the rights of the County, the Observer, the GEC and the Engineer of Record under the contract with respect to the Work to be performed under the subcontract so that the subcontracting thereof will not prejudice such rights;
(2) require that such work be performed in accordance with the requirements of the Contract Documents;
(3) require submission to the Contractor of the applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with the Contract Documents;
(4) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the County;
(5) obligate each subcontractor specifically to consent to the provisions of this section.

A copy of all such signed subcontract agreements shall be filed by the Contractor with the Observer before the Subcontractor shall be allowed to commence work.

### 8.03 Payments to Subcontractors

The Contractor shall pay each Subcontractor, upon receipt of payment from the County, an amount directly based upon the value of the Work performed and allowed to the Contractor on account of such Subcontractor's work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to its subcontractors.

If the Observer fails to approve a payment for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay the Subcontractor, on demand made at any time after the Certificate for Payment should otherwise have been issued, for its work to the extent completed, less the retained percentage, if any.

The Observer may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding percentages of completion certified to the Contractor on account of work done by such Subcontractors.

Neither the County, the Observer nor the Engineer shall have any obligation to pay or to see to the payment of any monies to such Subcontractor except as may otherwise be required.

## 9. Protection of Persons and Property

### 9.01 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

### 9.02 Safety of Persons and Property

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

(1) all employees on the Work and all other persons who may be affected thereby:
(2) all the Work and all materials and equipment to be incorporated therein, whether in storage or off the site, under the care, custody or control of the Contractor or any of its Subcontractors or Sub-subcontractors; and
(3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, fences, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety

and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

All blasting, including methods of storing and handling explosives and highly inflammable materials, shall conform to federal, state, local laws and ordinances.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

(1) The Contractor shall furnish the County with a Certificate of Blasting Insurance in the amount of $300,000.00 for each contract, at least twenty-four (24) hours prior to using explosives. A blasting permit must be obtained from the appropriate jurisdictions at least five (5) days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
(2) The following public utility companies and departments will be notified by the Contractor, on every occasion, at least twenty-four (24) hours prior to the use of explosives: Water and Wastewater, Electric, Gas, Telephone and the County Engineering Department.
(3) Explosive materials to be used shall be limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineering Department.
(4) During blasting, all reasonable precautions shall be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover shall be used when required by the Observer, the permit, or by safe blasting practices.
(5) All explosives shall be stored in accordance with all applicable laws and codes.
(6) The Engineer or its representative shall have the right to limit the use of explosives and/or blasting methods which in its opinion are dangerous to the public or nearby property of any kind.
(7) The Contractor, at its expense, shall promptly repair or replace all items known to be damaged as a result of blasting. All claims of damage shall be investigated by the County or by consulting firms approved by the County.
(8) The Contractor shall maintain accurate records throughout the blasting operations showing the type explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast and initials of the Observer. The Contractor is fully responsible for all claims resulting from its blasting operation.

All damage or loss to any property referred to in this article caused, in whole or in part, by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be

remedied by the Contractor, except damage or loss attributable solely to faulty drawings or specifications or solely to the acts or omissions of the County its agents, employees, or representatives or anyone employed by either of them, and not attributable in any degree to the fault or negligence of the Contractor.

The Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

**9.03 Location and Protection of Utilities**

Notwithstanding any other provision of the Contract Documents, the Contractor shall be solely responsible for the location and protection of any and all public utility lines and utility customer service lines in the Project area. The Contractor shall exercise due care to locate and to mark, uncover or otherwise protect all such lines in the construction zone and any of the Contractor's work or storage areas. Upon request, the County shall provide such information as it has about the location and grade of water, sewer, gas, and telephone and electric lines and other utilities in the Work area but such information shall not relieve or be deemed to be in satisfaction of the Contractor's obligation hereunder, which shall be primary and nondelegable. Any such lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or it shall cause such damage to be repaired at its expense.

**10. Termination**

**10.01 Termination by the County for Cause**

Conditions for termination are as follows:

(A) Without prejudice to any other legal or equitable right or remedy which it would otherwise possess hereunder or as a matter of law, the County shall be entitled, by giving Contractor five (5) days prior written notice, to terminate the Agreement in its entirety at any time:

(1) If the Contractor becomes insolvent, voluntarily files for bankruptcy, is the subject of an involuntary petition for bankruptcy commenced by its creditors, makes a general assignment for the benefit of creditors or becomes the subject of any other proceeding commenced under any statute or law for the relief of debtors; or

(2) If a receiver trustee or liquidator of any of the property or income of Contractor shall be appointed; or

(3) If Contractor:

(a) Shall fail to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; and shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County; or

(4) If Contractor:

(a) Shall commit a default under any of the terms, provisions, conditions, or covenants contained in the Contract Documents; and

(b) Shall fail to take such steps to remedy such default within ten (10) days after written notice thereof from the County.

(B) In the event of County's termination for cause, Contractor shall only be paid its reimbursable costs incurred prior to the effective date of the termination notice and shall not be entitled to receive any further fixed fee payments hereunder and shall be further subject to any claim the County may have against Contractor under other provisions of the Contract Documents or as a matter of law, including the refund of any overpayment of reimbursable costs and/or fixed fee.

(C) If the Agreement is terminated for cause, the County shall have the right, but shall not be obligated, to complete the Work itself or by others; and to this end, the County shall be entitled to take possession of and use such equipment and materials as may be on the Project site, and to exercise all rights, options, and privileges of Contractor under its subcontracts, purchase orders, or otherwise; and Contractor shall promptly assign such rights, options and privileges to the County. If the County elects to complete the Work itself or by others, pursuant to the foregoing, the Contractor will reimburse the County for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting work by Contractor which fails to meet contract requirements.

Nothing contained in the preceding sections shall require the County to pay for any of the Work which is unsatisfactory, as determined by the Observer or which is not submitted in compliance with the terms of the Contract Documents. The County shall not be required to make any payments to Contractor when Contractor is in default under the Contract Documents.

This Article shall not constitute a waiver of any right, at law or at equity, which the County may have if Contractor is in default, including the right to bring legal action for damages or to force specific performance of the terms and conditions of the Contract Documents.

**10.02 Termination for Convenience**

In connection with the Work outlined in the Contract Documents, it is agreed and fully understood by Contractor, that the County may cancel or indefinitely suspend further work hereunder or terminate the Agreement for the convenience of the County, upon fifteen (15) days written notice to Contractor. In the event the County terminates the Agreement for convenience, it is hereby understood and acknowledged by the Contractor that immediately upon receipt of the County's notice of termination, all work and labor being performed under the Contract Documents shall cease. Contractor shall invoice the County for all work satisfactorily completed and shall be compensated in accordance with the terms of the Contractor Documents for work accomplished prior to the receipt of said notice. No amount shall be due for lost or anticipated profits. However, no cost incurred after the effective date of the notice of termination shall be treated as reimbursable costs unless it relates to carrying out the un-terminated portion or taking closeout measures.

### 10.03 Obligations of Contractor Following Termination

After receipt of a notice of termination, whether such termination be for cause or convenience, Contractor shall, in good faith and to the best of its ability, do all things necessary to assure the efficient proper closeout of the terminated work (including the protection of County property). Among other things, the Contractor shall, except as otherwise directed or approved by the County:

(1) Stop the Work on the date and to the extent specified in the notice of termination.
(2) Place no further orders for subcontracts for services, equipment or materials, except as may be necessary for completion of such portion of the Work as is not terminated.
(3) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination.
(4) Assign to the County, in the manner and to the extent directed by it, all right title, and interest of Contractor under the orders or subcontracts so terminated; in which case, the County shall have the right to settle or pay any or all claims arising out of such termination of such orders and/or subcontracts.
(5) With the approval of the County, settle all outstanding liabilities and all claims arising out of such termination or orders and subcontracts.
(6) Deliver to the County, all documents, property, plans, field surveys, maps, cross sections and other data, designs and work related to the Project, which shall become the property of the County upon termination. The delivery of such items shall be made in a reasonably organized form, without restriction on future use. Should the County subsequently contract with a new contractor for continuation of services on the Project subject of the Contract Documents, Contractor shall cooperate in providing information to the County and the new contractor.

## 11. Inspection and Audit

Contractor's records shall be subject to audit and such records shall include, but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the County in connection with the contractor's work for the County. All of the foregoing, hereinafter referred to as "records," shall be open to inspection and subject to audit and/or reproduction by County or its authorized representative to the extent necessary to adequately permit evaluation and verification of:

(a) Contractor compliance with the Contract Documents,
(b) compliance with County's business ethics policies,
(c) compliance by other contractors or subcontractors with contracts with County or Contractor, and
(d) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of its payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may, in County's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Project. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Contractor agrees to provide County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

The County or its designee shall be entitled to audit all of the Contractor's records for a period of three (3) years after final payment or a longer period if required by law.

Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to Subcontractors, Sub-Subcontractors, material suppliers, etc. when working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, or other agreements. Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to County from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this section.

County's agent or its authorized representative shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of the Work, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this section.

# SECTION 12
# SPECIAL CONDITIONS OF AGREEMENT

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# SPECIAL CONDITIONS

## I. County

Williamson County, a political subdivision of the State of Texas, acting through its County Judge, or his designee, agents or employees, whom Contractor has entered into the Agreement and for whom the Work is to be performed, is referred to as "County". The County shall be contacted through its Purchasing Department for contract related subjects and through the County Engineer's office for design and construction related subjects:

| | |
|---|---|
| Purchasing Department | County Engineer |
| Williamson County | Williamson County |
| 901 South Austin Avenue | 3151 SE Inner Loop |
| Georgetown, TX 78626 | Georgetown, TX 78626 |

### City

City of Georgetown, a political subdivision of the State of Texas, acting through its Mayor, or his designee, agents or employees, is referred to as "City".

## II. Program Manager

**Prime Strategies, Inc.** is the County's Program Manager for the Project. The Program Manager represents the County and oversees the planning, design, review, and coordination of the design and construction phases of the Project.

## III. General Engineering Consultant (GEC)

**HNTB Corporation** is the consulting engineering firm representing and assisting the County in the design, review, and coordination of the design and construction phases of the project, including oversight of the construction engineering and inspection services performed on the Project.

## IV. The Construction Observer

**Williamson County or Representative** is the "Construction Observer" referred to herein and in the Contract Documents. The Construction Observer will be responsible for performing construction observation services on the Project.

## V. Engineer of Record

**HDR Engineering, Inc.,** is the County's design professional, who shall provide professional engineering services as defined in the Texas Government Code Chapter 2254, Subchapter A, and referred to as the " Engineer of Record" in the "General Conditions of Agreement" contained in the Contract Documents. Nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer of Record and the Contractor.

## VI. Insurance

The Contractor will carry Workmen's Compensation Insurance, Public Liability and Property Damage Insurance, and Automobile Insurance sufficient to provide adequate protection against damage claims which may arise from operations under the Contract Documents, in compliance with the following:

Contractors Insurance: Without limiting any of the other obligations or liabilities of the Contractor, during the term of the Agreement and prior to Final Completion, the Contractor and each subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the County and City. Certificates of each policy shall be delivered to the County and City before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, non-renewed or materially changed without 30 days advance written notice being given to the County and City. Prior to the effective date of cancellation, Contractor must deliver to the County a replacement certificate of insurance or proof of reinstatement. A model Certificate of Insurance is illustrated herein. Coverage shall be of the following types and not less than the specified amounts:

(a) workers' compensation as required by Texas law, with the policy endorsed to provide a waiver of subrogation as to the County and City; employer's liability insurance of not less than $500,000 for each accident, $500,000 disease--each employee, $500,000 disease-policy limit.

(b) commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability covering, but not limited to, the liability assumed under the indemnification provisions of the Contract Documents, fully insuring Contractor's (or subcontractor's) liability for injury to or death of County's and City’s employees and third parties, extended to include personal injury liability coverage with damage to property of third parties, with minimum limits as set forth below:

| | |
|---|---|
| General Aggregate | $2,000,000 |
| Operations Aggregate | $2,000,000 |
| Personal and Advertising Injury | $2,000,000 |
| Property Damage | $2,000,000 |
| Each Occurrence | $2,000,000 |
| Fire Damage (any one fire) | $50,000 |
| Medical Expense (any one person) | $5,000 |

The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after Final Completion and acceptance of the Work, with evidence of same filed with County and City.

(c) comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of $600,000 per occurrence; or separate limits of $250,000 for bodily injury (per person), $500,000 bodily injury (per accident) and $100,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

"Umbrella" Liability Insurance: The Contractor shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring Contractor for an amount of not less than $2,000,000 per occurrence combined limit for bodily injury and property damage that follows form and applies in excess of the primary liability coverages required herein above. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. County, City and Project Engineer shall be named as additional insured.

Policy Endorsements and Special Conditions

(a) Each insurance policy to be furnished by Contractor shall include the following conditions by endorsement to the policy:

(1) name the County, the City, the Program Manager, the County's Representatives, the City's Representatives, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
(5) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(6) the policy phrase "other insurance" shall not apply to the County or City where the County or City is an additional insured on the policy; and
(7) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

(b) Insurance furnished by the Contractor shall also be in accordance with the following requirements:
(1) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by Contractor. The County's decision thereon shall be final;

(2) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas; and
(3) all liability policies required herein shall be written with an "occurrence" basis coverage trigger.

(c) Contractor agrees to the following:
(1) Contractor hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the County or City, it being the intention that the insurance policies shall protect all parties to the Agreement and be primary coverage for all losses covered by the policies;
(2) companies issuing the insurance policies and Contractor shall have no recourse against the County or City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor;
(3) approval, disapproval or failure to act by the County or City regarding any insurance supplied by the Contractor (or any subcontractors) shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the Contractor from liability; and
(4) no special payments shall be made for any insurance that the Contractor and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of such insurance policies required under the Contract Documents may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

The Contractor shall furnish the County and City with satisfactory proof that it has provided adequate insurance coverage in amounts and by approved carriers as required by the Contract Documents.

## VII. Record ("As-Built") Drawings

The Contractor shall mark all changes and revisions on all of its copies of the working drawings during the course of the Project as they occur. Upon completion of the Project and prior to Final Acceptance and Payment, the Contractor shall submit to the Construction Observer one set of its working drawings, dated and signed by the Contractor and its project superintendent and labeled as "As-Built", that shows all changes and revisions outlined above and that shows field locations of all above ground appurtenances including, but not limited to valves, fire hydrants and manholes. These as-built drawings shall be forwarded to the GEC and then to the County and become the property of the County. Each appurtenance shall be located by at least two (2) horizontal distances measured from existing, easily identifiable, immovable appurtenances such as fire hydrants or valves. Property pins can be used for as-builts tie-ins provided no existing utilities as previously described are available. Costs for delivering as-built drawings shall be subsidiary to other bid items.

## VIII. Limit of Financial Resources

The County has a limited amount of financial resources committed to this Project; therefore, it shall be understood by Contractor that the County may be required to change and/or delete any items which it may feel is necessary to accomplish all or part of the scope of work within its limit of financial resources. Contractor shall be entitled to no claim for damages or anticipated profits on any portion of work that may be omitted. At any time during the duration of the Project, the County reserves the right to omit any work from the Contract Documents. Unit prices for all items previously approved in the Contract Documents shall be used to delete or add work per change order.

## IX. Limits of Work and Payment

It shall be the obligation of the Contractor to complete all work included in the Contract Documents, so authorized by the County, as described in the Contract Documents and Technical Specifications. Any question arising as to the limits of work shall be left up to the interpretation of the Engineer and/or Observer.

## X. State Sales Tax

On a contract awarded by a governmental entity for the construction of a publicly-owned improvement in a street right-of-way or other easement which has been dedicated to the public and to the an Organization which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act, the Contractor can probably be exempted in the following manner:

> The Contractor may buy tax-free any materials incorporated into the project by issuing a resale certificate in lieu of paying the sales tax at the time of purchase. The Contractor may then accept an exemption certificate from the City for the materials.

Even with a separated contract, the rental of equipment and the purchase of items which do not ultimately become part of the physical structure will still be subject to state and local sales taxes.

## XI. Completion of Work on Time

The Contractor agrees that time is of the essence and that the definite value of damages which would result from delay would be incapable of ascertainment and uncertain, so that for each day of delay beyond the number of days herein agreed upon for the Substantial Completion of the Work specified in the Contract Documents and contracted for, after due allowance for such extension of time as is provided for under the provisions of Section 4.02 of the General Conditions, the County may withhold permanently from the Contractor's total compensation, not as penalty but as liquidated damages, the sum as specified in Special Specification 000-001 per calendar day.

Furthermore, it is agreed by the Contractor that the time period between Substantial Completion and Final Completion shall be no longer than **5** calendar days. This separate time period shall be for completion of the Punch List, as set forth in Section 5.06 of the General Conditions, Final Completion and Acceptance. In the event that Contractor fails to attain Final Completion on or before the expiration of the above said time period, the

Contractor shall be subject to the remedies set forth in the Contract Documents. More specifically, the Contractor shall be subject to the terms set forth under Section 7.01 of the General Conditions, Abandonment by the Contractor. In addition to exercising its rights and remedies under the Contract Documents, the County may also exercise any remedy that may be available to it under the law or in equity.

## XII. Layout and Construction Stakes

All construction staking shall be performed by the Contractor at the Contractor's expense.

## XIII. Safety

The Contractor must use methods of construction that meet or exceed Occupational Safety and Health Administration Standards and any other local, state or federal regulations for safety that are in effect. The Contractor will have a trench safety plan prepared and sealed by Contractor's registered professional engineer.

## XIV. Maintenance Bond Term & Amount - N/A

The required Maintenance Bond amount for this Project shall be twenty percent (20%) of the total amount bid and the bond period shall be two years from date of acceptance of completion, as noted on the Certificate of Completion.

## XV. Safety Restrictions - Work Near High Voltage Lines

The following procedures shall be followed for work near high voltage lines on the Project.

(a) A warning sign not less than five (5) inches by seven (7) inches, painted yellow with black letters that are legible at twelve (12) feet shall be placed inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning-Unlawful to Operate This Equipment Within Six Feet of High Voltage Lines".

(b) Equipment that may be operated with ten (10) feet of high voltage lines shall have an insulating cage guard around the boom or arm (except backhoes or dippers), and insulator links on the lift hook connections.

(c) When necessary to work within six (6) feet of high voltage electrical lines, notify the power company. The electric company will erect temporary mechanical barriers, de-energize the line, or raise or lower the line. All such work done by the power company shall be at the expense of the contractor. The contractor shall maintain an accurate log of all such calls to the electric company.

(d) No person shall work within six (6) feet of high voltage lines without protection measures having been taken as outlined in Paragraph C.

## XVI. Erosion Control

Contractor shall comply with all laws prohibiting the pollution of any lake, stream, river, or wetland by the dumping of any refuse, rubbish, dredge material, or debris therein.

If applicable, the Contractor will file the Notice of Intent (NOI) and the Notice of Termination (NOT) as the Project's operator. All required Permits and Notices shall be posted by the Contractor at the Project site.

Contractor shall apply temporary and/or permanent erosion and sedimentation controls, as specified in the plans or directed to disturbed roadside areas, fifteen feet and beyond from road pavement, prior to initiating road base operations. Following asphalt paving of road pavement, apply temporary and/or permanent erosion and sedimentation controls to remaining disturbed areas, as specified in the plans or as directed.

Contractor shall be responsible for the maintenance of all temporary and permanent water quality and erosion control measures proposed under the Storm Water Pollution Prevention Plan (SWPPP) or the Water Pollution Abatement Plan (WPAP) for the duration of the Project construction. Upon completion of construction and before the Construction Observer issues the Certificate of Completion, Contractor shall be responsible for the removal of all temporary measures and the cleaning and resetting of all permanent measures. All costs associated with this work shall be considered subsidiary to other bid items and no additional compensation shall be allowed.

Contractor shall take special precautions during all periods of heavy rainfall and at all locations where storm water, groundwater and/or mud and debris may enter the sewer systems. All mud, stones, and debris that enter the sewer systems due to Contractor's operations, or Contractor's neglect, shall be cleaned from the system by Contractor. It shall be Contractor's responsibility to see that such storm water, groundwater and debris do not enter the sewer system. All costs for such work shall be merged in the unit prices bid and no additional compensation shall be allowed.

If it is necessary in the prosecution of the Work to interrupt existing surface drainage, sewers, or under drainage, temporary drainage shall be provided until permanent drainage work is completed. The construction of all temporary drainage installations shall be considered as incidental to the construction of the Work. Drainage ways shall be kept clear or other satisfactory provisions made for drainage.

Contractor shall be responsible for and shall take all reasonable and necessary precautions to preserve and protect all existing tile drains, sewers, and other subsurface drains, or parts thereof, which may be continued in service without

change. Contractor shall repair, at its own expense, any and all damage to such facilities resulting from negligence or carelessness on the part of its operations.

The Construction Observer shall be responsible for the monitoring and inspection of the erosion control measures by completion of the Construction Pollution Prevention Plan Inspection and Maintenance Report, as required for coverage under the Texas Pollutant Discharge Elimination System (TPDES) General Construction Permit (TXR150000).

## XVII. Discovery of Hazardous Materials

If, during the course of the Work, the existence of hazardous material, including asbestos containing material, is observed in the work area, the Contractor shall immediately notify the County in writing. The Contractor shall not perform any work pertinent to the hazardous material prior to receipt of special instructions from the County. Asbestos containing material includes transit pipe.

## XVIII. Submittals – Certificate of Compliance

The Contractor shall submit to the Construction Observer a Certificate of Compliance from the manufacturer and/or supplier of each and every specified material or manufactured equipment item. The said certificate shall state that the material or the item of equipment to be furnished has been manufactured with materials in accordance with the applicable sections of all required codes, specifications, and standards as required by the specifications.

## XIX. Unavailability of Materials

If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until the Engineer has approved it.

No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that, for the item in question, the Contractor placed its order without delay, that it has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

If substitutes are used in the Work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the County; only under unusual circumstances shall there be an increase in compensation to the Contractor on account of substitution. The basis upon which the amount of price and adjustments will be founded shall be the cost of the appropriate items at the time the bids for the Project were opened.

## XX. Traffic Control

Access shall be provided for residents and emergency vehicles at all times. When it becomes necessary to restrict access, the Contractor shall notify all applicable agencies (i.e. Fire Department, E.M.S., Public Works, etc.) a minimum of five (5) working days in advance of the proposed restrictions. At the end of each day, two lanes of traffic shall be opened to the public, unless otherwise stated in the Contract Documents.

## XXI. Temporary Traffic Handling Devices

The Contractor shall furnish, erect and maintain all necessary barricades, lights, warning signs and temporary pavement markings as shown on the Plans and/or in accordance with the Texas Manual on Uniform Traffic Control Devices and with the Specifications in the Contract Documents. In addition, the Contractor shall provide flag-persons and take necessary precautionary measures for the protection of persons, property and the Work, when deemed necessary by the County or the Construction Observer.

The Construction Observer shall be responsible for the monitoring and inspection of the traffic control measures by completion of the Traffic Control Devices Inspection Report (TCDIR), and the Contractor shall be responsible for compliance with the terms of the TCDIR procedures.

## XXII. Roadway Signs - N/A

All permanent and temporary roadway signage designated in the Contract Documents shall be in accordance with the Texas Manual on Uniform Traffic Control Devices.

## XXIII. Project Signs - N/A

The Contractor shall erect at the site of construction, and maintain during construction, signs satisfactory to the County identifying the Project and indicating that the government is participating in the development of the Project. The project signs must be temporary signs, mounted in such a way that they can be moved and do not pose a safety issue. Two project signs will be required for the Project. The two said signs shall be 8' X 4' and made out of white 10 mm corrugated plastic with pressure sensitive vinyl lettering or approved equivalent to include: Road Bond Program, Your County Tax Dollars at Work!, with the Williamson County Seal, the Project’s name, and a brief description relating to the estimated date of completion, website address and the appropriate Williamson County Commissioner's name and precinct number. Furnishing, installing and maintaining these signs shall be considered subsidiary to Item 502, “Barricades, Signs and Traffic Handling”. The Contractor may use any manufacturer; however, the manufacturer must meet Williamson County standards.

## XXIV. Permits

The Contractor shall be responsible for obtaining any and all required construction permits. Contractor agrees to comply with all conditions of the permits and to

maintain copies of the permits at the site at all times while the Work is in progress. The County shall be responsible for obtaining Section 404 permits from the U.S. Army Corps of Engineers as part of the Project design. When Contractor-initiated changes in the construction method changes the impacts to waters of the U.S., Contractor shall be responsible for obtaining new or revised Section 404 permits.

**XXV. Landscape Restoration**

If not designated as a specific pay item in bid package, the Contractor shall take the means necessary to protect all trees, shrubbery and sod. Protection, removal and replacement of existing landscaping will be in accordance with the Contract Documents.

**XXVI. Existing Fencing - N/A**

All fences encountered during construction within the right-of-way (ROW) shall be removed by the Contractor under "Preparing Right-of-Way." Permanent fencing, designating the ROW, will be provided by others, unless otherwise shown in the Contract Documents. The Contractor will be required to coordinate preparing ROW operations and fence removal and installations with the landowners as needed.

**XXVII. Easements**

Any easements, both temporary and permanent, required for the Project will be provided by the County as shown in the Contract Documents. Other easements required or desirable by the Contractor shall be arranged by the Contractor at its sole expense. The easements shall be cleaned after use and restored to their original conditions, or better by the Contractor. In the event additional work is required by the Contractor, it shall be the Contractor's responsibility to obtain written permission from the property owners involved for the use of additional property required. No additional payment will be allowed for this item.

**XXVIII. Limits of Contractor's Operation**

The Contractor shall limit construction operations to within the ROW or the easement unless otherwise directed by the County or its authorized representative.

**XXIX. Maintenance of Pedestrian Walkways - N/A**

The Contractor will be required to maintain clear walkways for pedestrians during construction in a manner to provide access in the most convenient and safest manner consistent with essential construction operations. Specifically, the following will be enforced.

Pedestrian traffic may be blocked at a location where work is actually in progress. Signs, barricades, and warning devices must be placed at nearest crosswalks approaching the construction site from every direction advising pedestrians of the blockage and advising them to use alternate routes.

Access to doorways and pedestrian entrances must be maintained at all times during hours that access is needed by business. Paving by sections or providing temporary access may be required.

No more than one corner of any intersection may be under construction at any one time. Work must be completed and opened for use by pedestrians before starting work on any other corner of an intersection.

The Contractor will be expected to diligently pursue construction from start to completion at every location to avoid prolonged and unnecessary disruptions to pedestrian traffic.

This work shall be considered incidental and not a separate pay item, unless provided otherwise in the Contract Documents.

## XXX. Spoil - N/A

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the Work shall be removed from the site by the Contractor and properly and legally disposed of at its expense, unless otherwise directed by the Observer. **THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE COUNTY, ALL OF ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER RESULTING FROM ITS ARRANGEMENTS FOR THE DISPOSAL OF SPOIL.** This shall be incidental and not a separate pay item.

## XXXI. Materials Testing - N/A

Quality Control testing of all materials, construction items or products incorporated in the work shall be performed by the Contractor at the Contractor's expense, and shall be performed in accordance with the Quality Control (QC) / Quality Assurance (QA) program outlined in Appendix A.

Quality Assurance sampling and testing for acceptance may be required for quality assurance of used materials as directed by the Construction Observer or the County. The cost of such tests will be incurred by the County and coordinated by the Construction Observer through funds made available to the Construction Observer under his/her agreement with the County for the professional services related to construction engineering and inspection on the Project.

The Contractor shall furnish for review by the Construction Observer, not later than 10 days after receipt of notice to proceed, a Quality Control Plan consisting of plans, procedures, and organization necessary to produce an end product which complies with the contract documents. The Contractor will be allowed the latitude to develop standards of control subject to approval by the County. As a minimum, the plan shall include description of the type and frequency of inspection staffing,

materials handling and control, and testing deemed necessary to measure and control quality as specified by the contract documents.

## XXXII. Pre-Construction Conference

Before the Project work order is issued, a pre-construction conference shall be held with representatives of the County and the Contractor. The Contractor shall plan to submit a schedule of operations at the pre-construction conference, unless otherwise notified. See Section XXXVI-Prosecution and Progress for additional construction schedule requirements.

## XXXIII. Weight Tickets - N/A

The Contractor will be responsible for providing asphalt and aggregate tickets for quantity verifications on all asphaltic concrete used for the Project.

## XXXIV. Confined Space Entry Program

It shall be the responsibility of the Contractor to implement and maintain a variable "Confined Space Entry Program" which must meet OSHA requirements for all its employees and subcontractors at all times during construction. OSHA defines all active sewer manholes, regardless of depth, as "permit required confined spaces". Contractors shall submit an acceptable "Confined Space Entry Program" for all applicable manholes and maintain an active file for these manholes. The cost of complying with this program shall be subsidiary to the pay items involving work in confined spaces.

## XXXV. Tree and Plant Protection

Scope: Provide complete protection and maintenance of existing trees, shrubs, and grass areas designated to remain within construction limits and/or right-of-way.

Coordination: Coordinate protection of existing trees, shrubs and grass areas with other trades so as to prevent damage to these items.

Payment for Damages: If existing trees, shrubs or grass areas are destroyed, killed or badly damaged as a result of construction observations, Contract sum will be reduced by the amount of assessed damages. Damages will be evaluated by the Construction Observer, using the following:

Trees: International Shade Tree Conference Standards and following formula – measurement of a cross section of tree trunk will be made at a point 2 feet above existing grade level to determine cross section area in square inches. Assessment for damage will be $27.00 per square inch.

Shrubs and Grass Areas: An initial fine of $1,000 shall be imposed for any unauthorized disturbance within the boundaries of the shrub and grass areas to remain within the right-of-way and outside the limits of disturbance. This disturbance includes but is not limited to: parking or intrusion of equipment or

vehicles; storage of any materials, and any unauthorized damage and/or removal of vegetation. In addition to the initial fine, a base fine of $8.00 for every square foot of area of damaged vegetation within any areas designated to remain on the plans shall be imposed. The areas covered under this section include but are not limited to: areas designated to remain or no-work areas. In determining the amount of fine, the Construction Observer shall consider the degree and extent of harm caused by the violation, the cost of rectifying the damage, and whether the violation was committed willfully.

Materials: Tree Protection lumber dimensions shall be 4X4 and 2X4 sizes.

Protection: The Contractor shall protect existing trees, shrubs, and grass areas within construction limits from the following damage:

(1) Compaction of root area by equipment, vehicles or material storage;
(2) Trunk damage by moving equipment material storage, nailing or bolting;
(3) Strangling by tying ropes or guy wires to trunks or large branches;
(4) Poisoning by pouring solvents, gas, paint or other chemicals on or around trees and roots;
(5) Cutting of roots by excavating or ditching;
(6) Damage of branches by improper pruning;
(7) Drought from failure to water or by cutting or changing normal drainage pattern past roots;
(8) Changes of soil pH factor by disposal of lime base materials such as concrete or plaster;
(9) Do not cut roots 1-1/2” in diameter or over. Excavation and earthwork within drip line of trees shall be done by hand.

Install barricade protection around trees and shrubs, constructed of 4X4 posts and 2X4 stringers top and bottom. Install protection prior to demolition or excavation operations. Leave protection until construction operations are essentially complete.

Maintenance:

(1) Water trees and shrubs within construction limits as required to maintain their health during course of construction operations.
(2) Pruning will be performed by County.

## XXXVI. Prosecution and Progress

At the pre-construction meeting, the Contractor shall submit for acceptance a schedule of all planned work activities and sequences that is intended to be followed in order to both substantially and fully complete the Work within the allotted time periods (the “Project Schedule”). The purpose of the County requiring the Project Schedule shall be to:

(1) Ensure adequate planning during the prosecution and progress of the work in accordance with the allowable number of working/ calendar days and all milestones;
(2) Assure coordination of the efforts of the Contractor, County, Program Manager, Construction Observer, utilities and others that may be involved in the Project;
(3) Assist the Contractor, County, Program Manager and Construction Observer in monitoring the progress of the Work and evaluating proposed changes to the Contract Documents; and
(4) Assist the County, Program Manager and Construction Observer in administering the time requirements set forth in the Contract Documents.

A Schedule will be required on all projects. Following are the schedule requirements:

The Contractor shall submit a schedule demonstrating how and when the work is to be accomplished within the allotted time periods.

The County's review and acceptance of the Contractor's Project Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the County or other authorized personnel of the Contractor's Project Schedule does not relieve the Contractor of any of its responsibility for the Project Schedule, or of the Contractor's ability to meet interim milestone dates (if specified) and the Final Completion date, nor does such review and acceptance expressly or by implication warrant, acknowledge or admit the reasonableness of the logic, durations, manpower or equipment loading of the Contractor's Project Schedule. In the event the Contractor fails to define any element of work, activity or logic and the County's review does not detect this omission or error, such omission or error, when discovered by the Contractor or County and its authorized personnel, shall be corrected by the Contractor at the next monthly schedule update and shall not affect the project completion date.

Time Impact Analysis. The Contractor shall notify the County or Construction Observer when an impact may justify an extension of Contract Time or adjustment of milestone dates. This notice shall be made in writing as soon as possible, but no later than the end of the next estimate period after the commencement of an impact or the notice for a change is given to the Contractor. Not providing notice to the County or Construction Observer by the end of the next estimate period will indicate the Contractor's approval of the time charges as shown on that time statement. Future consideration of that statement will not be permitted and the Contractor forfeits its right to subsequently request a time extension or time

suspension unless the circumstances are such that the Contractor could not reasonably have knowledge of the impact by the end of the next estimate period.

When changes are initiated or impacts are experienced, the Contractor shall submit to the County or Construction Observer a written time impact analysis describing the influence of each change or impact.

A time impact analysis is an evaluation of the effects of changes in the construction sequence, contract, plans, or site conditions on the Contractor's plan for constructing the Project, as represented by the Project Schedule. The purpose of the time impact analysis is to determine if the overall Project has been delayed, and if necessary, to provide the Contractor and the County a basis for making adjustments to the time allotted for Substantial Completion and Final Completion.

A time impact analysis shall consist of one or all of the steps listed below.

Step 1. Establish the status of the Project before the impact using the most recent Project Schedule update prior to the impact occurrence.

Step 2. Predict the effect of the impact on the most recent Project Schedule update prior to the impact occurrence. This requires estimating the duration of the impact and inserting the impact into the schedule update. The Contractor shall demonstrate how the impact was inserted into the schedule showing the added or modified activities and the added or modified relationships. Any other changes made to the schedule including modifications to the calendars or constraints shall be noted.

Step 3. Track the effects of the impact on the schedule during its occurrence. Note any changes in sequencing, and mitigation efforts.

Step 4. Compare the status of the Work prior to the impact (Step 1) to the prediction of the effect of the impact (Step 2), and to the status of the work during and after the effects of the impact are over (Step 3). Note that if an impact causes a lack of access to a portion of the Project, the effects of the impact may extend to include a reasonable period for remobilization.

The time impact analysis shall include an electronic copy of the complete schedule prepared in Step 2. If the Project Schedule is revised after the submittal of a time impact analysis but prior to its approval, the Contractor shall promptly indicate in writing to the County or Construction Observer the need for any modification to its time impact analysis.

Only one (1) copy of each time impact analysis shall be submitted within fourteen (14) calendar days after the completion of an impact. The County or

Construction Observer may require Step 1 and Step 2 of the time impact analysis be submitted at the commencement of the impact, if needed to make a decision regarding the suspension of Contract Time.

Approval or rejection of each time impact analysis by the County, Construction Observer or Program Manager shall be made within fourteen (14) calendar days after receipt unless subsequent meetings and negotiations are necessary.

(1) name the County, the City, the Program Manager, the County's Representatives, the City's Representatives, the Construction Observer and the Engineer of Record as an additional insured as to all applicable coverage;
(2) each policy shall require that 30 days prior to the cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to County by certified mail.
(3) the term "County" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the County and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the County;
(4) the term "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the City and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the City;
(5) the "Program Manager" represents and assists the County in the planning, design, review, and coordination of the design and construction phases of the project.
(6) the policy phrase "other insurance" shall not apply to the County or City where the County or City is an additional insured on the policy; and
(7) all provisions of the Contract Documents concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

The time impact analysis shall be incorporated into and attached to any relevant change order(s) and/or supplemental agreement(s).

## XXXVII. Sanitary Provisions

Provide and maintain adequate, neat, and sanitary toilet accommodations for employees, including County employees and representatives, in compliance with the requirements and regulations of the Texas Department of Health or other authorities having jurisdiction.

## XXXVIII. Work Near Railroads

(A) General.

If the work crosses or is in close proximity to a railroad, do not interfere with the use or operation of the railroad company's trains or other property. Assign responsible supervisory personnel to ensure that tracks and adjacent

areas are clear of debris, road materials, and equipment. It is the Contractor's responsibility to contact the railroad to determine the railroad's requirements for work within the railroad right of way and to comply with the requirements. The County will not reimburse the Contractor for any cost associated with these requirements. If the work requires construction within 25 ft. horizontally of the near rail or if the tracks may be subject to obstruction due to construction operations, notify the Engineer and the Railroad Company at least 3 days before performing work. The railroad company will provide flaggers during this work. If railroad flaggers will be needed longer than 2 consecutive days, request them at least 30 days before performing work within the railroad right of way. Flaggers provided by the railroad company will be paid for by the County. Do not store material or equipment in the Railroad's right of way within 15 ft. of the centerline of any track. Do not place any forms or temporary falsework within 8.5 ft. horizontally from the centerline or 22 ft. vertically above the top of rails of any track, unless otherwise shown in the Contract Documents.

(B) Temporary Crossings.

If a temporary crossing is needed, obtain permission from the railroad company before crossing the tracks. Execute the "Agreement for Contractor's Temporary Crossing" if required by the Railroad Company. The Contractor shall ensure that the tracks are left clear of equipment and debris that would endanger the safe operation of railroad traffic. Provide a crossing guard on each side of the crossing to direct equipment when hauling across the tracks. The Contractor shall stop construction traffic a safe distance away from the crossing upon the approach of railroad traffic. Work for temporary crossings will not be paid for directly, but shall be subsidiary to items of the Work subject of the Contract Documents. Work performed by the Railroad Company for the temporary crossing, except flaggers, will be at the Contractor's expense.

# SECTION 13
# TECHNICAL SPECIFICATIONS

**Williamson County**
**Project: Southwest Bypass Access Route**

## GENERAL NOTES: October 5, 2016 Version

Contractor shall mobilize and start grading within 3 days of notice to proceed. A penalty of $1,000 per calendar day will be assessed for not starting grading within 3 days of notice to proceed.

Contractor to ensure access route is compacted and smoothly graded free of loose rock material. Side slopes shall be graded into a stable condition as directed by the engineer.

Contractor shall maintain integrity of access route and all graded areas within project limits throughout the duration of construction.

Watering may be required to ensure compaction and shall be paid for via force account.

Access route compaction shall be performed with equipment on-site such as excavator and/or dozer. No additional grading equipment shall be introduced unless approved by the engineer.

All time quantities are estimates only. Contractor will be paid for actual days of equipment use. 1 day is defined as 8 hours, and there will be no payment for partial days. There will be no adjustment to unit prices, regardless of number of days the equipment is used to complete the work.

Depending on site conditions, some equipment may not be needed.

There is no anticipated row prep required. Contractor will have site access prior to bidding and should inform engineer of any row prep required. Any nominal row prep for equipment transport shall be performed by hand tools only with no soil disturbance. Costs considered subsidiary to mobilization.

A rubber tire zone is required within vegetated row area from approximately station 10+22.00 to station 24+86.00.

Dozer must meet or exceed a minimum size CAT d8 or equivalent.

Loader must meet or exceed a minimum size CAT 950 or equivalent.

Excavator must meet or exceed a minimum size CAT 335 or equivalent.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar equipment from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved.

If work is performed at contractor's option, when inclement weather is impending, and the work is damaged by subsequent precipitation, the contractor is responsible for all costs associated with replacing the work, if required.

Equip all construction equipment used in roadway work with highly visible omnidirectional flashing warning lights.

**Williamson County**
**Project: Southwest Bypass Access Route**

Protect all areas of the right of way, which are not included in the actual limits of the proposed construction areas, from disturbance. Restore any area disturbed by contractor's operations to a condition as good as, or better than, prior to the beginning of work at no cost to the County.

All locations used for storing construction equipment, materials, and stockpiles of any type, within the right of way, will be as directed by the Engineer. The contractor will not have exclusive use of right of way but will cooperate in the use of the right of way with the City/County/Texas Crushed Stone and various public utility companies as required.

The project superintendent will be capable of speaking English and will be available on the project at all times when work is being performed, including subcontractor work. The superintendent will be available and on-call 24 hours a day.

Track all exposed soil, stockpiles, and slopes. Tracking consists of operating a tracked vehicle or equipment up and down the slope, leaving track marks perpendicular to the direction of the slope. Re-track slopes and stockpiles after each rain event or every 14 days, whichever occurs first. This work is subsidiary.

Perform maintenance of vehicles or equipment at designated maintenance sites. Keep a spill kit on-site during fueling and maintenance. This work is subsidiary.

Maintain positive drainage for permanent and temporary work for the duration of the project. Be responsible for any items associated with the temporary or interim drainage and all related maintenance. This work is subsidiary.

Suspend all activities near any significant recharge features, such as sinkholes, caves, or any other subterranean openings that are discovered during construction or core sampling. Do not proceed until the designated geologist or TCEQ representative is present to evaluate and approve remedial action.

Do not burn brush, unless otherwise approved.

No blasting will be allowed by contractor.

The contractor may be required to stop work and leave the row for blasting by Texas Crushed Stone. The blasting is anticipated to occur an average of twice per day for approximately 30 minutes each time.

All existing topography shown throughout the plans is approximate. Final design of grading areas shall be field directed by the engineer.

All fill areas shall comply with TxDOT item 132.3.2 "rock embankment". Variance from spec shall be approved by the Engineer.

No additional material shall be brought on site for embankment use. All embankment material shall be acquired from within the disturbed row footprint. All material quantities shown in the plans are estimates for contractor information only.

**Southwest Bypass Access Route**
**WILLIAMSON COUNTY**
GOVERNING SPECIFICATIONS
(STANDARD SPECIFICATIONS, SPECIAL PROVISIONS, AND SPECIAL SPECIFICATIONS)

WHERE DISCREPENCIES OCCUR BETWEEN THE VARIOUS GOVERNING SPECIFICATIONS, THE SPECIAL PROVISIONS SHALL GOVERN OVER BOTH STANDARD SPECIFICATIONS AND SPECIAL SPECIFICATIONS.

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION NOVEMBER 1, 2014. STANDARD SPECIFICATIONS ARE INCORPORATED INTO THE CONTRACT BY REFERENCE.

< > REFERNCE ITEMS NOT USED ON THIS CONTRACT
( ) REFERENCE ITEMS USED ON THIS CONTRACT

ITEMS 1 - 9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 156 BULLDOZER WORK (132) (204) (216)
ITEM 158 SPECIALIZED EXCAVATION WORK
ITEM 500 MOBILIZATION

SPECIAL PROVISIONS: THE CONTENT OF THE SPECIAL PROVISIONS ARE INCLUDED ON THE FOLLOWING PAGES.

| | |
|---|---|
| SPECIAL PROVISION TO ITEM 000 | 000-001 |
| SPECIAL PROVISION TO ITEM 156 | 156-WC01 |
| SPECIAL PROVISION TO ITEM 158 | 158-WC01 |
| SPECIAL PROVISION TO ITEM 158 | 158-WC02 |
| SPECIAL PROVISION TO ITEM 500 | 500-WC01 |

SPECIAL SPECIFICATIONS: THE CONTENT OF THE SPECIAL SPECIFICATIONS ARE INCLUDED ON THE FOLLOWING PAGES.

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

# Special Provision to Item 000
# Schedule of Liquidated Damages

Table1
Schedule of Liquidated Damages

| For Dollar Amount of Original Contract | | Dollar Amount of Daily Contract Administration Liquidated Damages per Working Day |
|---|---|---|
| From More Than | To and Including | |
| 0 | 100,000 | **570** |
| 100,000 | 500,000 | **590** |
| 500,000 | 1,000,000 | **610** |
| 1,000,000 | 1,500,000 | **685** |
| 1,500,000 | 3,000,000 | **785** |
| 3,000,000 | 5,000,000 | **970** |
| 5,000,000 | 10,000,000 | **1125** |
| 10,000,000 | 20,000,000 | **1285** |
| 20,000,000 | Over 20,000,000 | **2590** |

# Special Provision 156—WC01
# Bulldozer Work
# Important Notice to Contractors

Item 156, bulldozer work of the standard specifications is amended with respect to the clauses cited below. No other clauses or requirement of this item are waived or changed.

Article 156.2 “equipment”. Add article 2.3. Bulldozer must meet or exceed a minimum size CAT D8 or equivalent.

Article 156.4 “measurement”. First sentence deleted and replaced by: this item will be measured by the actual number of days of use of the specified type of equipment.

Article 156.5 “payment”. The following is to be added after the 2nd sentence: 1 day is defined as 8 hours, and there will be no payment for partial days.

# Special Provision 158—WC01
# Specialized Excavation Work
# Important Notice to Contractors

Item 158, specialized excavation work of the standard specifications is amended with respect to the clauses cited below. No other clauses or requirement of this item are waived or changed.

Article 158.2 “equipment”. Article 2.3. Is deleted and replaced by: hydraulic excavator. Hydraulic excavator with a retractable, telescoping, rotatable boom attached to an interchangeable excavating or grading bucket at least 36 in wide, and must meet or exceed a minimum size cat 335 or equivalent. Along with the bucket, the excavator must also be outfitted with a hoe-ram. The entire excavating mechanism must be mounted on a platform that rotates on a turntable assembly.

Article 158.4 “measurement”. The first paragraph shall be deleted and replaced by: this item will be measured by the actual number of days of use of the specified type of equipment.

Article 158.4 “measurement”. Article 158.4.1. And article 158.4.2. Shall be deleted.

Article 158.5 “payment”. This paragraph is to be deleted and replaced by: the work performed in accordance with this item and measured by the day. 1 day is defined as 8 hours and there will be no payment for partial days and will be paid for at the unit price bid for “specialized excavation work” of the equipment type specified. This price is full compensation for hauling and disposing or stockpiling of excess material and for equipment, labor, materials, tools, and incidentals. “sprinkling” and “rolling” will not be paid for directly but will be subsidiary to this item

# Special Provision 158—WC02
# Specialized Excavation Work
# Important Notice to Contractors

Item 158, specialized excavation work of the standard specifications is amended with respect to the clauses cited below. No other clauses or requirement of this item are waived or changed.

Article 158.2 “equipment”, Article 2.4 is deleted and replaced by: front-end loader. Tractor-mounted front-end loader with a minimum bucket capacity of 2 cu. yd., and must meet or exceed a minimum size CAT 950 or equivalent.

Article 158.4 “measurement”. The first paragraph shall be deleted and replaced by: this item will be measured by the actual number of days of use of the specified type of equipment.

Article 158.4 “measurement”. Article 158.4.1. And article 158.4.2. Shall be deleted.

Article 158.5 “payment”. This paragraph is to be deleted and replaced by: the work performed in accordance with this item and measured by the day. 1 day is defined as 8 hours and there will be no payment for partial days and will be paid for at the unit price bid for “specialized excavation work” of the equipment type specified. This price is full compensation for hauling and disposing or stockpiling of excess material and for equipment, labor, materials, tools, and incidentals. “sprinkling” and “rolling” will not be paid for directly but will be subsidiary to this item.

# Special Provision 500-WC1
# Mobilization
# Important Notice to Contractors

Item 500, Mobilization of the standard specifications is amended with respect to the clauses cited below. No other clauses or requirements of this item are waived or changed.

Article 500.3 “Payment”. The 6th bullet is deleted and replaced by: Upon final completion, 97% of the mobilization lump sum bid will be paid. Previous payments under this item will be deducted from this amount, and

Article 500.3 “Payment”. The 7th bullet is deleted and replaced by: Payment for the remainder of the lump sum bid for “Mobilization” will be made with the final payment after all submittals are received, final quantities have been determined and when any separate vegetative establishment and maintenance, test, and performance periods provided for in the contract have been successfully completed and the county has issued the certificate of acceptance.

Article 500.3 "payment". The following shall be added as a new bullet after the 3rd bullet: upon verification of bulldozer, front-end loader, and excavator being delivered to the project, 100% of the lump sum for each of these items may be included in the next invoice to the county,

INDEX OF SHEETS

| SHEET NO. | DESCRIPTION |
|---|---|
| 1 | TITLE AND INDEX |
| 2 | PROJECT LAYOUT |
| 3 | GENERAL NOTES AND SUMMARY OF QUANTITIES |
| 4-7 | PLAN AND PROFILES |

# WILLIAMSON COUNTY

## SOUTHWEST BYPASS ACCESS ROUTE

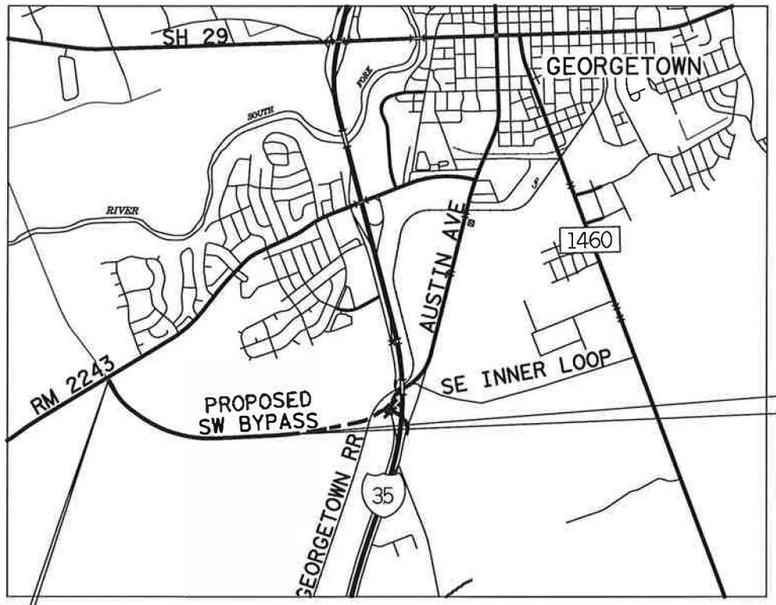
PROJECT NUMBER 1702-148

## PRECINCT NUMBER 3

NET LENGTH OF PROJECT = 5,378.00 FT (1.019 MILES)

LIMITS: SOUTHWEST BYPASS FROM RM 2243 THROUGH TEXAS CRUSHED STONE CO.

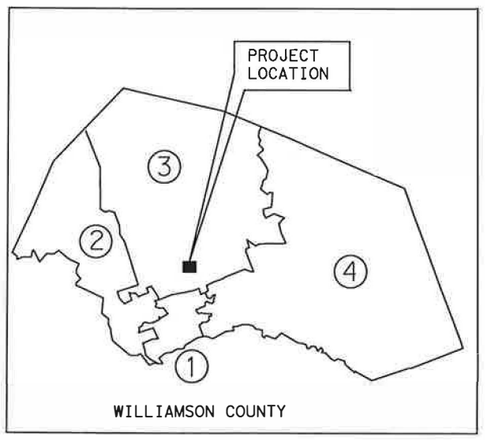
FOR THE CONSTRUCTION OF AN ACCESS ROUTE CONSISTING OF: GRADING




VICINITY MAP
N. T. S.

BEGIN PROJECT
STA 10+22.000

END PROJECT
STA 64+00.00




TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES ADOPTED ON NOVEMBER 1, 2014 AND ALL APPLICABLE SPECIAL PROVISIONS AND SPECIAL SPECIFICATIONS AS INDICATED IN THE BID DOCUMENTS SHALL GOVERN ON THIS PROJECT.

HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

PREPARED BY:
HDR ENGINEERING, INC.
TBPE FIRM NO. F-754

MARK D. BORENSTEIN
PROJECT MANAGER

3/4/2017
DATE

STATE OF TEXAS
MARK D. BORENSTEIN
92239
LICENSED
PROFESSIONAL ENGINEER

3/4/2017

GEORGETOWN TEXAS

WILLIAMSON COUNTY 1848

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APPROVED BY:
WILLIAMSON COUNTY

DAN A GATTIS — DATE
WILLIAMSON COUNTY JUDGE

VALERIE COVEY — DATE
WILLIAMSON COUNTY COMMISSIONER
PRECINCT 3

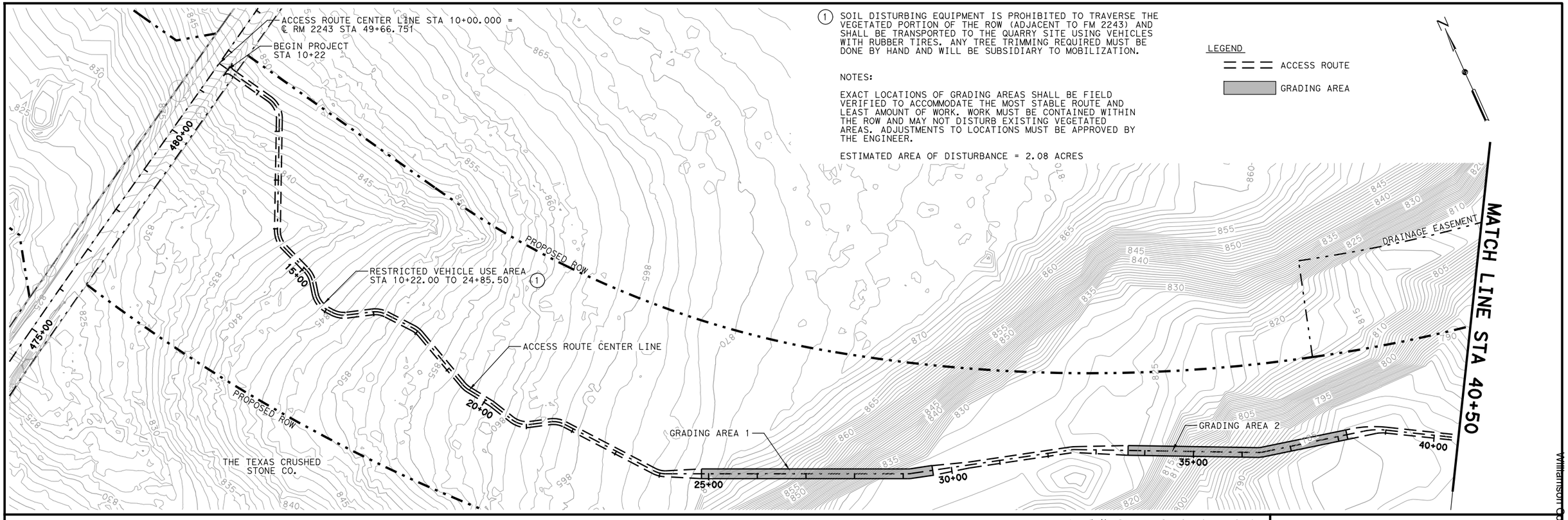
APPROVED BY:
CITY OF GEORGETOWN

WESLEY WRIGHT, PE — DATE
SYSTEMS ENGINEERING DIRECTOR

APPROVED BY:
HNTB CORPORATION

RICHARD L RIDINGS, PE — DATE
ROAD BOND MANAGEMENT TEAM

3/14/2017 12:16 PM




STATE OF TEXAS
JACOB E. WALKER
122057
LICENSED PROFESSIONAL ENGINEER

03/09/2017

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY TEXAS

HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

# SOUTHWEST BYPASS

## ACCESS ROUTE PROJECT LAYOUT

SCALE: 1"=200' SHEET 1 OF 1

| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
|---|---|---|---|---|
| JMB | | | | |
| GRAPHICS | | | | |
| LG | STATE | DISTRICT | COUNTY | SHEET NO. |
| CHECK | | | | |
| DMR | CONTROL | SECTION | JOB | 2 |
| CHECK | | | | |
| JMB | | | | |

BID 1702-748

Williamson County, Texas

PLOT DRIVER: TXDOT_PDF_BW.pltcfg PENTABLE: 000000000254192.tbl
USER: lgomezgon2 DATE: 3/8/2017 TIME: 5:34:34 PM SCALE: 1:200
FILE: Williamson_County\SH29_SW_Bypass_2243_to_IH35_\6.0_CAD_BIM\6.2_Work_In_Progress\6.2.2_Contract_Files\Sheet_Files\05_AccessRd\Roadway\ACSRDPRJ01.dgn

3/14/2017 12:16 PM

| ITEM NUMBER | ITEM DESCRIPTION | UNIT | ESTIMATED QUANTITY |
|---|---|---|---|
| 156-WC01 | BULLDOZER WORK (MIN. SIZE CAT D8 OR EQUAL) | DAY | 40 |
| 158-WC01 | SPECIALIZED EXCAVATION WORK (HYD EXCAVATOR - MIN. SIZE CAT 335 OR EQUAL; WITH HOE-RAM & BUCKET) | DAY | 40 |
| 158-WC02 | SPECIALIZED EXCAVATION WORK (FRONT-END LOADER MIN. SIZE CAT 950 OR EQUAL) | DAY | 40 |
| 500-WC01 | MOBILIZATION | LS | 1 |
| 500-WC02 | MOBILIZATION (BULLDOZER) | LS | 1 |
| 500-WC03 | MOBILIZATION (HYD-EXCAVATOR) | LS | 1 |
| 500-WC04 | MOBILIZATION (FRONT-END LOADER) | LS | 1 |

GENERAL NOTES

1. CONTRACTOR SHALL MOBILIZE AND START GRADING WITHIN 3 DAYS OF NOTICE TO PROCEED. A PENALTY OF $1,000 PER CALENDAR DAY WILL BE ASSESSED FOR NOT STARTING GRADING WITHIN 3 DAYS OF NOTICE TO PROCEED.

2. CONTRACTOR TO ENSURE ACCESS ROUTE IS COMPACTED AND SMOOTHLY GRADED FREE OF LOOSE ROCK MATERIAL AS DIRECTED BY THE ENGINEER. SIDE SLOPES SHALL BE GRADED INTO A STABLE CONDITION AS DIRECTED BY THE ENGINEER.

3. CONTRACTOR SHALL MAINTAIN INTEGRITY OF ACCESS ROUTE AND ALL GRADED AREAS WITHIN PROJECT LIMITS THROUGHOUT THE DURATION OF CONSTRUCTION.

3. WATERING MAY BE REQUIRED TO ENSURE COMPACTION AS DIRECTED BY THE ENGINEER AND SHALL BE PAID FOR VIA FORCE ACCOUNT.

4. ACCESS ROUTE COMPACTION SHALL BE PERFORMED WITH EQUIPMENT ON-SITE SUCH AS EXCAVATOR AND/OR DOZER. NO ADDITIONAL GRADING EQUIPMENT SHALL BE INTRODUCED UNLESS APPROVED BY THE ENGINEER.

5. ALL TIME QUANTITIES ARE ESTIMATES ONLY. CONTRACTOR WILL BE PAID FOR ACTUAL DAYS OF EQUIPMENT USE. 1 DAY IS DEFINED AS 8 HOURS, AND THERE WILL BE NO PAYMENT FOR PARTIAL DAYS. THERE WILL BE NO ADJUSTMENT TO UNIT PRICES, REGARDLESS OF NUMBER OF DAYS THE EQUIPMENT IS USED TO COMPLETE THE WORK.

6. DEPENDING ON SITE CONDITIONS, SOME EQUIPMENT MAY NOT BE NEEDED.

7. THERE IS NO ANTICIPATED ROW PREP REQUIRED. CONTRACTOR WILL HAVE SITE ACCESS PRIOR TO BIDDING AND SHOULD INFORM ENGINEER OF ANY ROW PREP REQUIRED. ANY NOMINAL ROW PREP FOR EQUIPMENT TRANSPORT SHALL BE PERFORMED BY HAND TOOLS ONLY WITH NO SOIL DISTURBANCE. COSTS CONSIDERED SUBSIDIARY TO MOBILIZATION.

8. A RUBBER TIRE ZONE IS REQUIRED WITHIN VEGETATED ROW AREA FROM APPROXIMATELY STATION 10+22.00 TO STATION 24+85.00.

9. DOZER MUST MEET OR EXCEED A MINIMUM SIZE CAT D8 OR EQUIVALENT.

10. LOADER MUST MEET OR EXCEED A MINIMUM SIZE CAT 950 OR EQUIVALENT.

10. EXCAVATOR MUST MEET OR EXCEED A MINIMUM SIZE CAT 335 OR EQUIVALENT.

11. REFERENCES TO MANUFACTURER'S TRADE NAME OR CATALOG NUMBERS ARE FOR THE PURPOSE OF IDENTIFICATION ONLY. SIMILAR EQUIPMENT FROM OTHER MANUFACTURERS ARE PERMITTED IF THEY ARE OF EQUAL QUALITY, COMPLY WITH THE SPECIFICATIONS FOR THIS PROJECT, AND ARE APPROVED.

12. IF WORK IS PERFORMED AT CONTRACTOR'S OPTION, WHEN INCLEMENT WEATHER IS IMPENDING, AND THE WORK IS DAMAGED BY SUBSEQUENT PRECIPITATION, THE CONTRACTOR IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH REPLACING THE WORK, IF REQUIRED.

13. EQUIP ALL CONSTRUCTION EQUIPMENT USED IN ROADWAY WORK WITH HIGHLY VISIBLE OMNIDIRECTIONAL FLASHING WARNING LIGHTS.

14. PROTECT ALL AREAS OF THE RIGHT OF WAY NOT INCLUDED IN THE ACTUAL LIMITS OF THE PROPOSED CONSTRUCTION AREAS FROM DISTURBANCE. RESTORE ANY AREA DISTURBED BY CONTRACTOR'S OPERATIONS TO A CONDITION AS GOOD AS, OR BETTER THAN, PRIOR TO THE BEGINNING OF WORK AT NO COST TO THE COUNTY.

15. ALL LOCATIONS USED FOR STORING CONSTRUCTION EQUIPMENT, MATERIALS, AND STOCKPILES OF ANY TYPE, WITHIN THE RIGHT OF WAY, WILL BE AS DIRECTED BY THE ENGINEER. THE CONTRACTOR WILL NOT HAVE EXCLUSIVE USE OF RIGHT OF WAY BUT WILL COOPERATE IN THE USE OF THE RIGHT OF WAY WITH THE CITY/COUNTY/TEXAS CRUSHED STONE AND VARIOUS PUBLIC UTILITY COMPANIES AS REQUIRED.

16. THE PROJECT SUPERINTENDENT WILL BE CAPABLE OF SPEAKING ENGLISH AND WILL BE AVAILABLE ON THE PROJECT AT ALL TIMES WHEN WORK IS BEING PERFORMED, INCLUDING SUBCONTRACTOR WORK. THE SUPERINTENDENT WILL BE AVAILABLE AND ON-CALL 24 HOURS A DAY.

17. TRACK ALL EXPOSED SOIL, STOCKPILES, AND SLOPES. TRACKING CONSISTS OF OPERATING A TRACKED VEHICLE OR EQUIPMENT UP AND DOWN THE SLOPE, LEAVING TRACK MARKS PERPENDICULAR TO THE DIRECTION OF THE SLOPE. RE-TRACK SLOPES AND STOCKPILES AFTER EACH RAIN EVENT OR EVERY 14 DAYS, WHICHEVER OCCURS FIRST. THIS WORK IS SUBSIDIARY.

18. PERFORM MAINTENANCE OF VEHICLES OR EQUIPMENT AT DESIGNATED MAINTENANCE SITES. KEEP A SPILL KIT ON-SITE DURING FUELING AND MAINTENANCE. THIS WORK IS SUBSIDIARY.

19. MAINTAIN POSITIVE DRAINAGE FOR PERMANENT AND TEMPORARY WORK FOR THE DURATION OF THE PROJECT. BE RESPONSIBLE FOR ANY ITEMS ASSOCIATED WITH THE TEMPORARY OR INTERIM DRAINAGE AND ALL RELATED MAINTENANCE. THIS WORK IS SUBSIDIARY.

20. SUSPEND ALL ACTIVITIES NEAR ANY SIGNIFICANT RECHARGE FEATURES, SUCH AS SINKHOLES, CAVES, OR ANY OTHER SUBTERRANEAN OPENINGS THAT ARE DISCOVERED DURING CONSTRUCTION OR CORE SAMPLING. DO NOT PROCEED UNTIL THE DESIGNATED GEOLOGIST OR TCEQ REPRESENTATIVE IS PRESENT TO EVALUATE AND APPROVE REMEDIAL ACTION.

21. DO NOT BURN BRUSH, UNLESS OTHERWISE APPROVED.

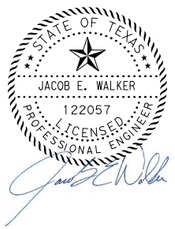
22. NO BLASTING WILL BE ALLOWED BY CONTRACTOR.

23. THE CONTRACTOR MAY BE REQUIRED TO STOP WORK AND LEAVE THE ROW FOR BLASTING BY TEXAS CRUSHED STONE. THE BLASTING IS ANTICIPATED TO OCCUR AN AVERAGE OF TWICE PER DAY FOR APPROXIMATELY 30 MINUTES EACH TIME.

24. ALL EXISTING TOPOGRAPHY SHOWN THROUGHOUT THE PLANS IS APPROXIMATE. FINAL DESIGN OF GRADING AREAS SHALL BE FIELD DIRECTED BY THE ENGINEER.

25. ALL FILL AREAS SHALL COMPLY WITH TXDOT ITEM 132.3.2 "ROCK EMBANKMENT". VARIANCE FROM SPEC SHALL BE APPROVED BY THE ENGINEER.

26. NO ADDITIONAL MATERIAL SHALL BE BROUGHT ON SITE FOR EMBANKMENT USE. ALL EMBANKMENT MATERIAL SHALL BE ACQUIRED FROM WITHIN THE DISTURBED ROW FOOTPRINT. ALL MATERIAL QUANTITIES SHOWN IN THE PLANS ARE ESTIMATES FOR CONTRACTOR INFORMATION ONLY.




03/10/2017

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY TEXAS

HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

# SOUTHWEST BYPASS

## ACCESS ROUTE SUMMARY OF QUANTITIES AND GENERAL NOTES

SHEET 1 OF 1

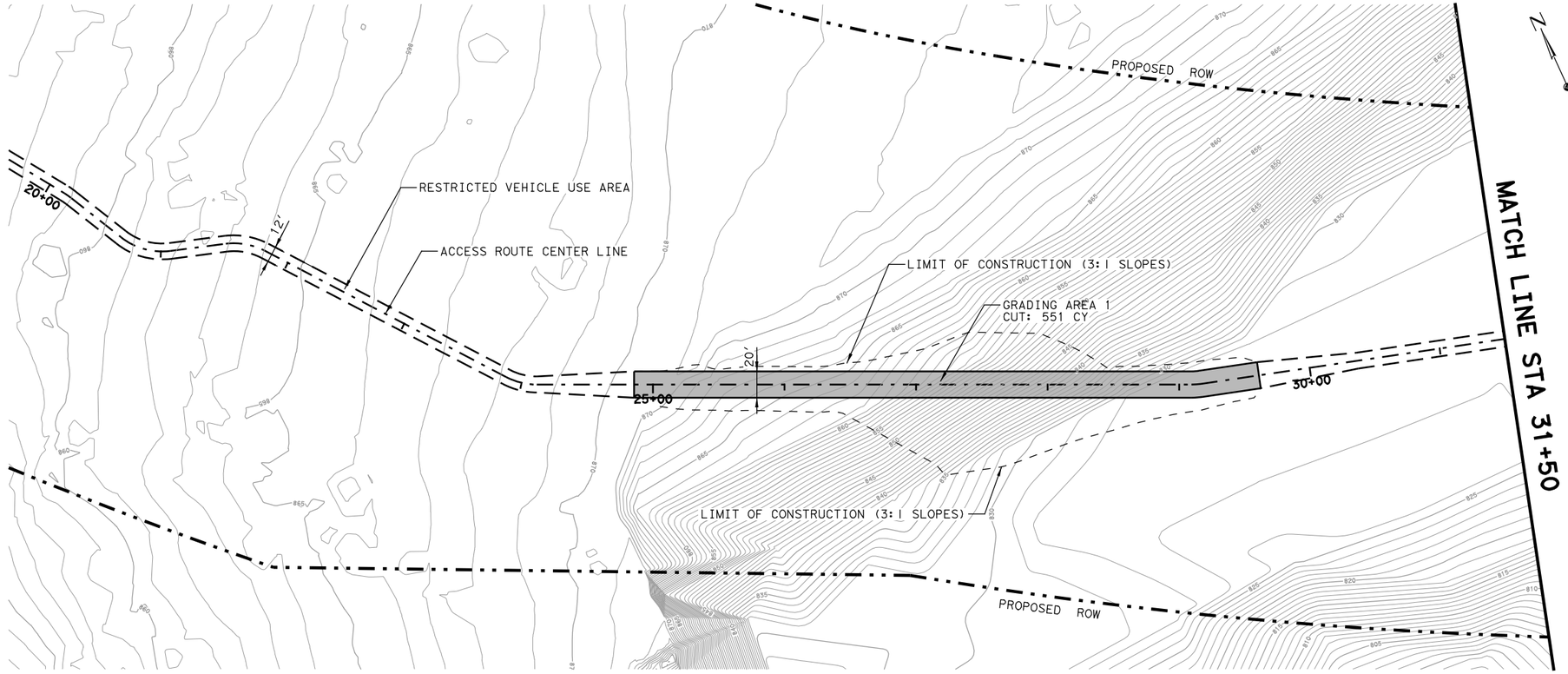
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| CHECK | | | | |
| JMB | | | | |

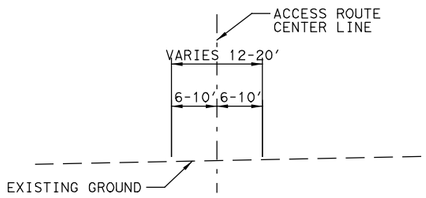
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Williamson County, Texas

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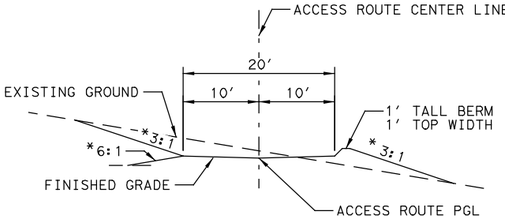
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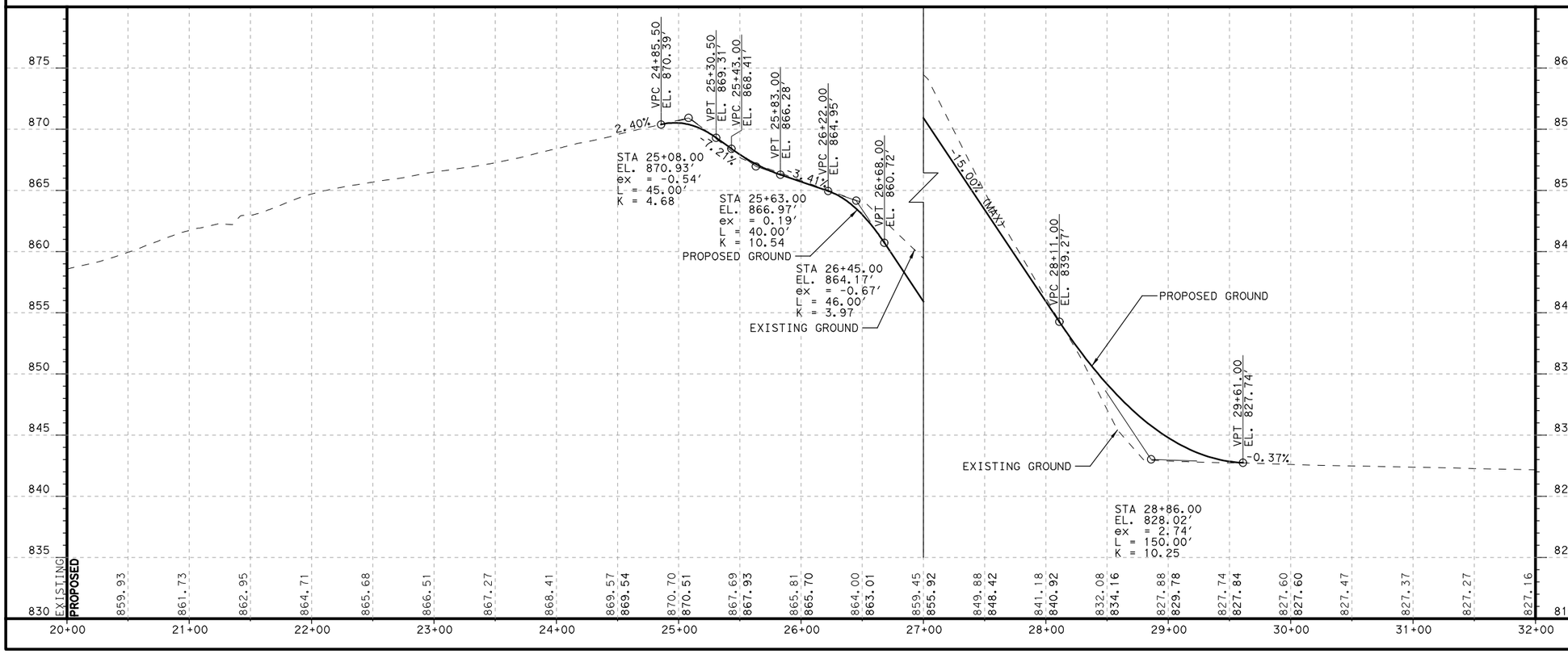
N.T.S.




## TYPICAL GRADING SECTION

N.T.S.

*2:1 OR FLATTER TO MAINTAIN STABLE SLOPES. CUT QUANTITY BASED ON 3:1 SLOPES.




STATE OF TEXAS
JACOB E. WALKER
122057
LICENSED
PROFESSIONAL ENGINEER
03/09/2017

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|

WILLIAMSON COUNTY
HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

# SOUTHWEST BYPASS

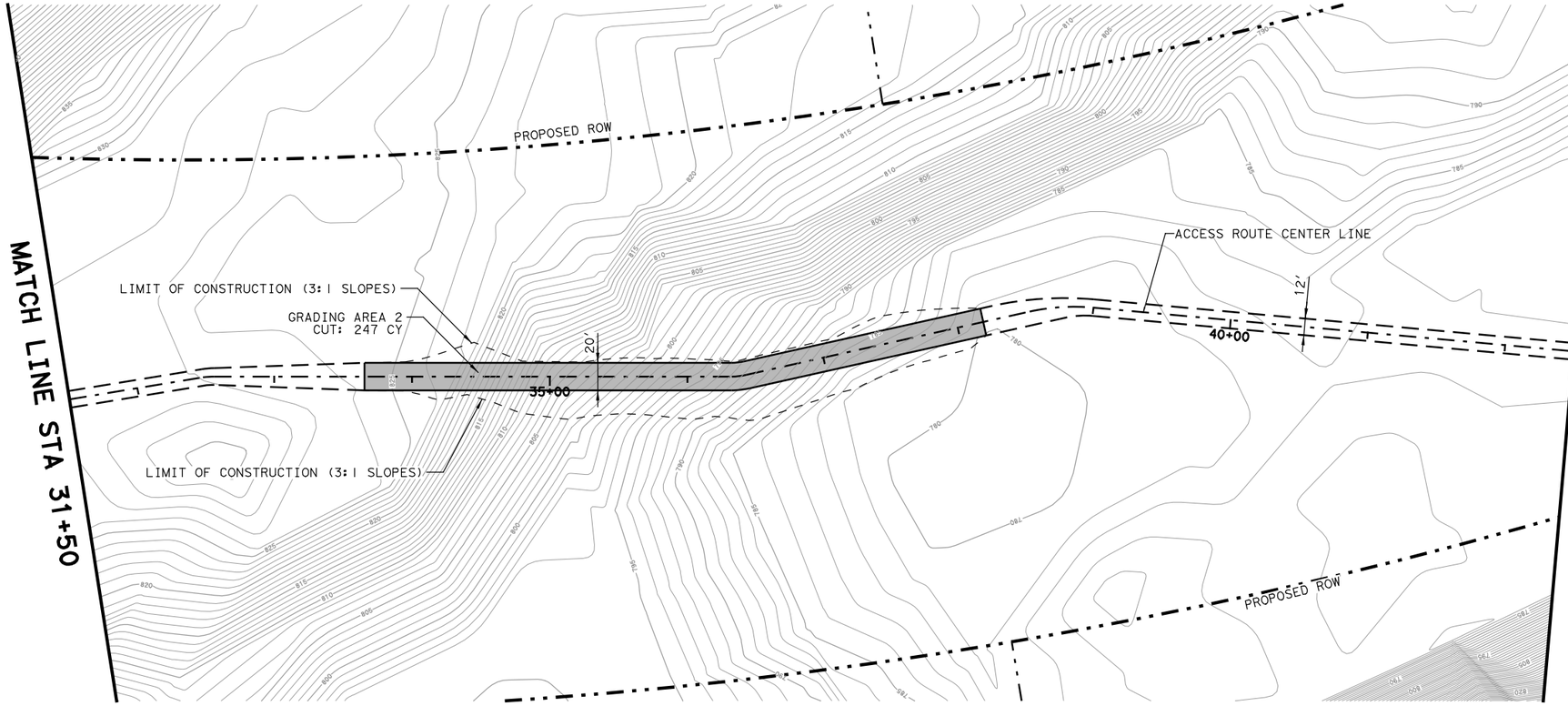
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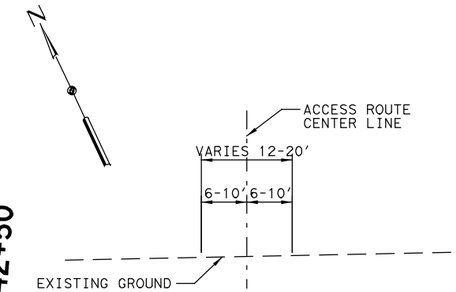
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SHEET 1 OF 3

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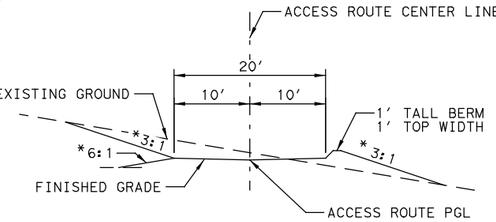
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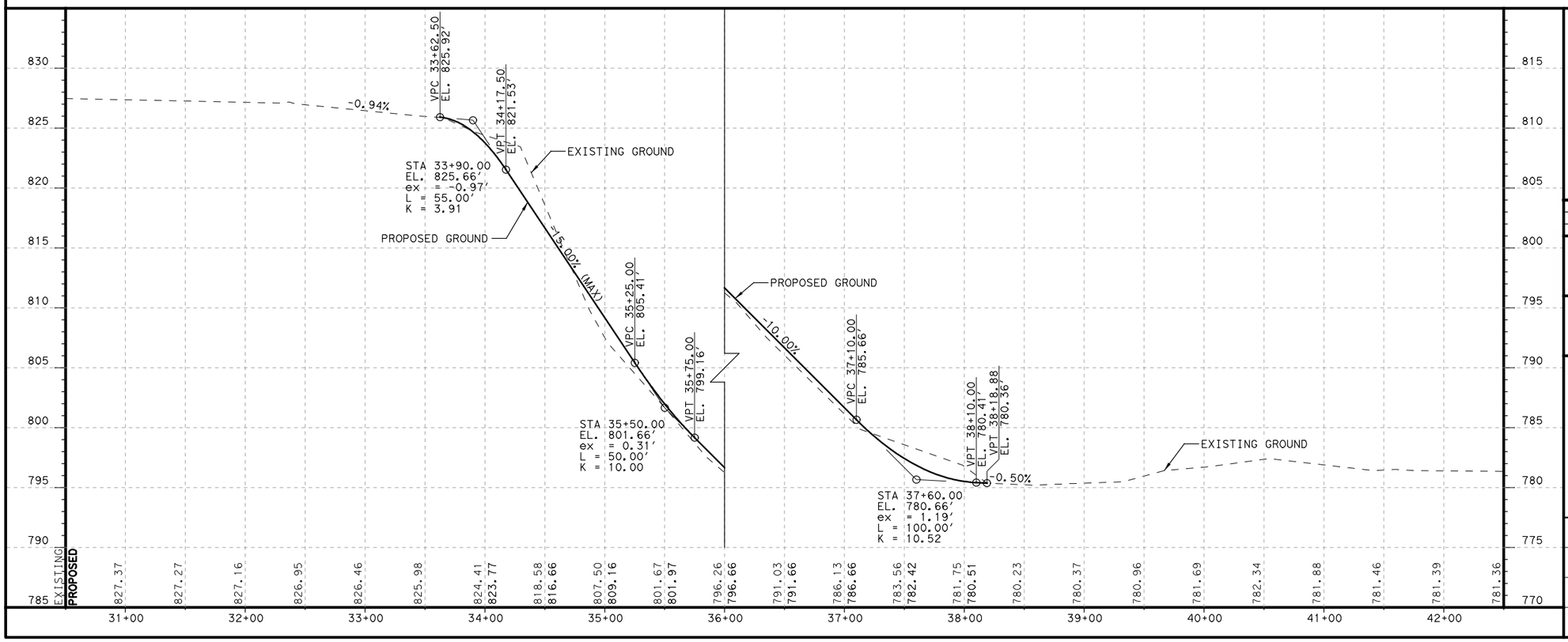



## TYPICAL GRADING SECTION

N.T.S.

*2:1 OR FLATTER TO MAINTAIN STABLE SLOPES. CUT QUANTITY BASED ON 3:1 SLOPES.

NOTE: QUARRY ACTIVITY HAS ALTERED TOPOGRAPHY




STATE OF TEXAS
JACOB E. WALKER
122057
LICENSED
PROFESSIONAL ENGINEER
03/09/2017

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY TEXAS
HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

# SOUTHWEST BYPASS

## ACCESS ROUTE PLAN AND PROFILE AREA 2

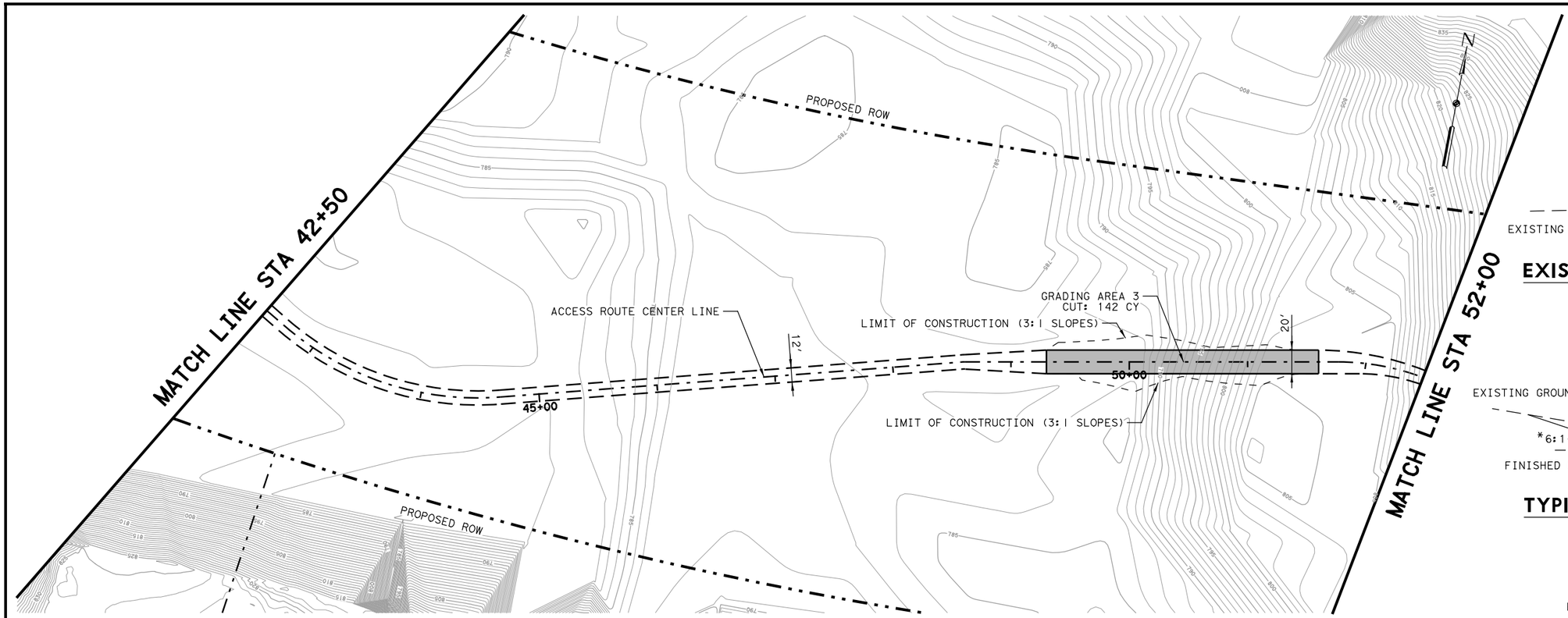
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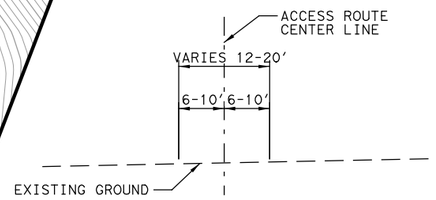
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| DESIGN | FED. RD. DIV. NO. | FEDERAL AID PROJECT NO. | | HIGHWAY NO. |
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| GRAPHICS | STATE | DISTRICT | COUNTY | SHEET NO. |
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| JEW | | | | |


Williamson County, Texas

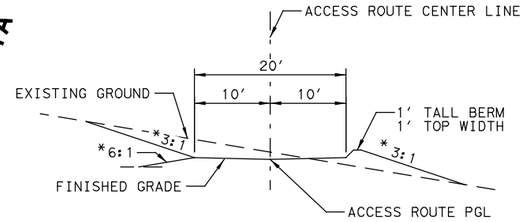
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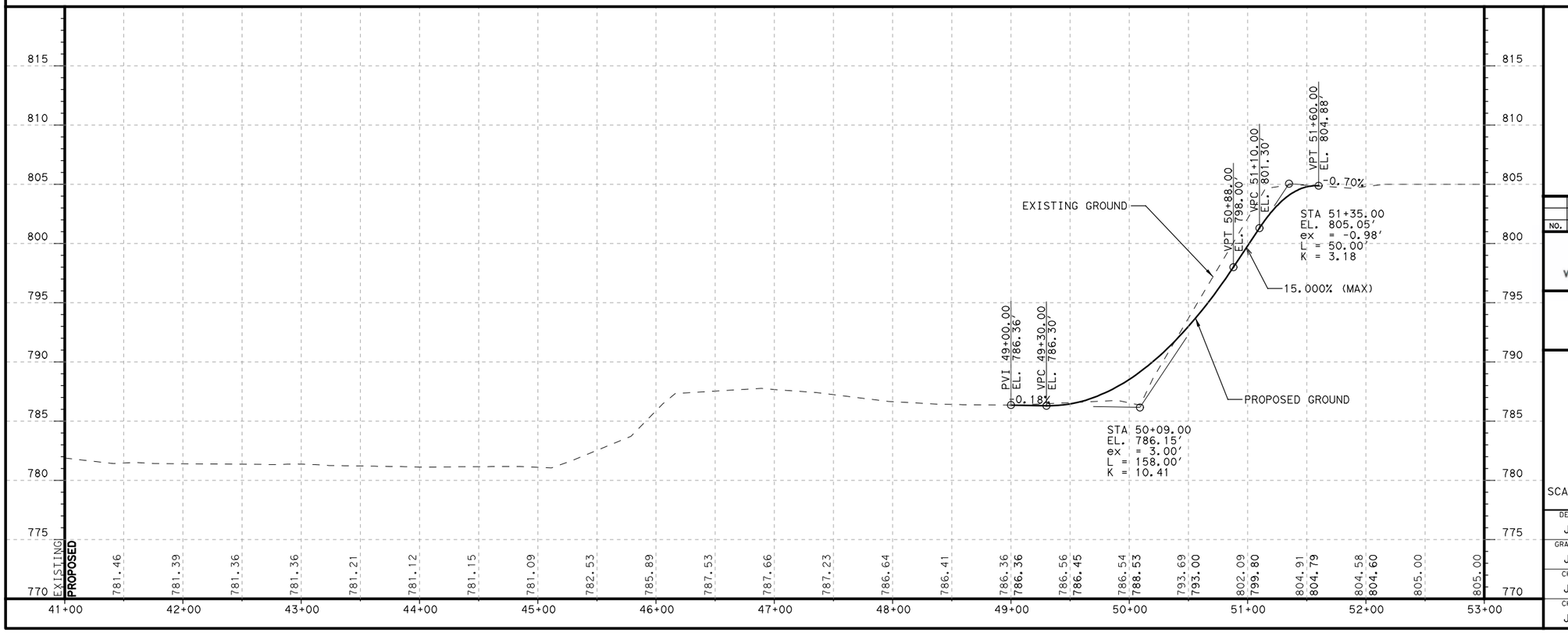



## TYPICAL GRADING SECTION

N.T.S.

*2:1 OR FLATTER TO MAINTAIN STABLE SLOPES. CUT QUANTITY BASED ON 3:1 SLOPES.

NOTE: QUARRY ACTIVITY HAS ALTERED TOPOGRAPHY




STATE OF TEXAS
JACOB E. WALKER
122057
LICENSED
PROFESSIONAL ENGINEER

03/09/2017

| NO. | DATE | REVISION | APPROVED |
|---|---|---|---|
| | | | |

WILLIAMSON COUNTY

HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

# SOUTHWEST BYPASS

## ACCESS ROUTE PLAN AND PROFILE AREA 3

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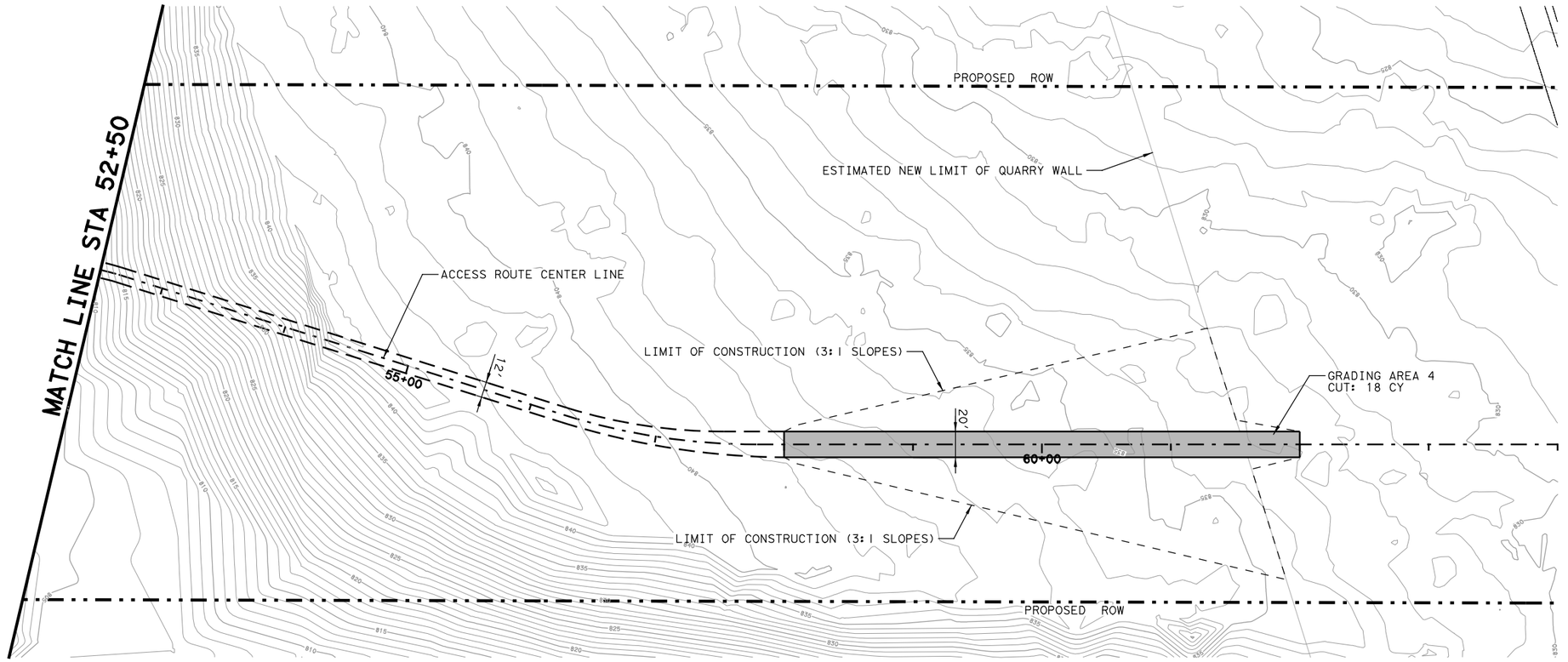
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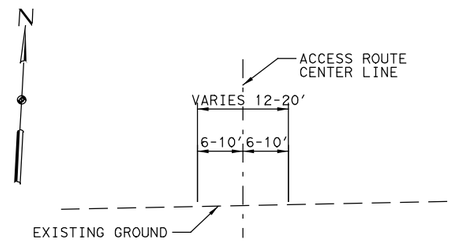
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Williamson County, Texas

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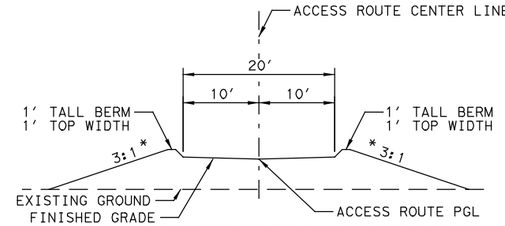
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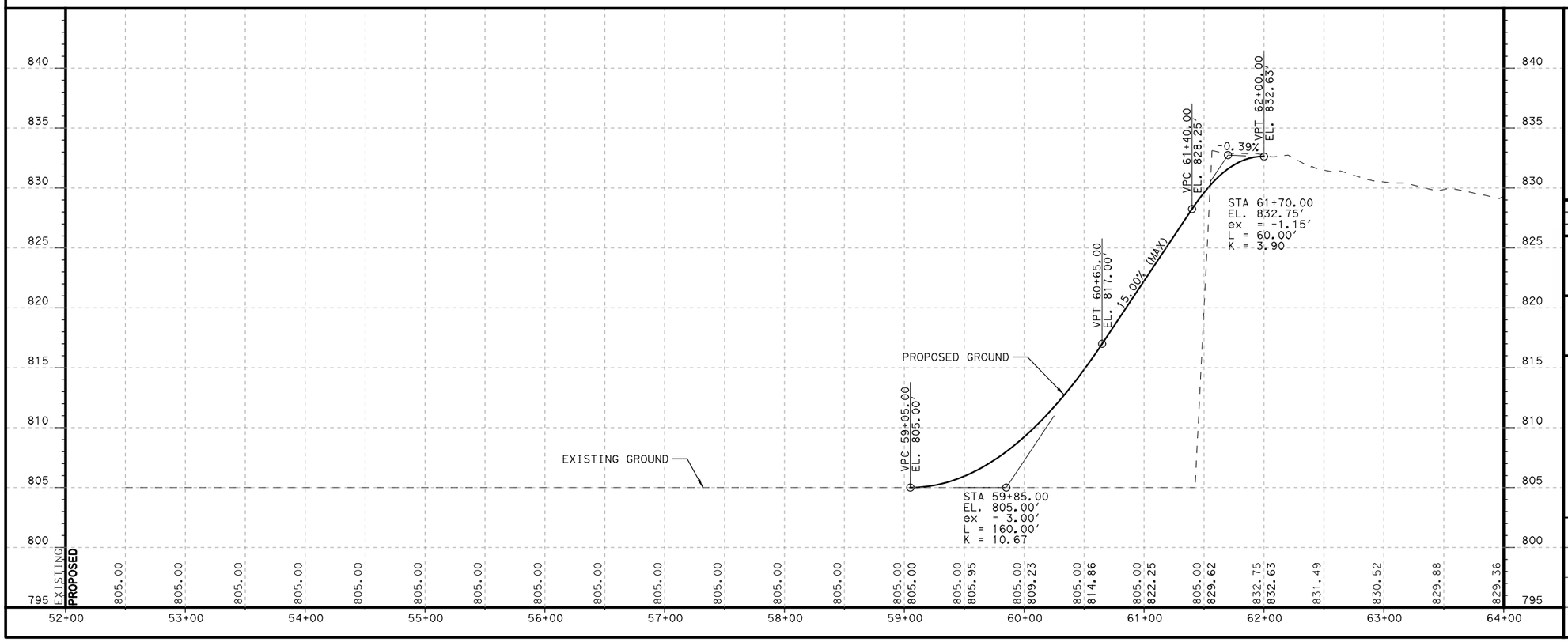



## TYPICAL GRADING SECTION

N.T.S.

*2:1 OR FLATTER TO MAINTAIN STABLE SLOPES. CUT QUANTITY BASED ON 3:1 SIDE SLOPES.

NOTE: QUARRY ACTIVITY HAS ALTERED TOPOGRAPHY. CONDITIONS TO BE VERIFIED IN THE FIELD.


EXISTING
PROPOSED
EXISTING GROUND
PROPOSED GROUND
VPC 59+05.00
EL. 805.00'
STA 59+85.00
EL. 805.00'
ex = 3.00'
L = 160.00'
K = 10.67
VPT 60+65.00
EL. 817.00'
15.00% (MAX)
VPC 61+40.00
EL. 828.25'
-0.39%
VPT 62+00.00
EL. 832.63'
STA 61+70.00
EL. 832.75'
ex = -1.15'
L = 60.00'
K = 3.90
840
835
830
825
820
815
810
805
800
795
52+00
53+00
54+00
55+00
56+00
57+00
58+00
59+00
60+00
61+00
62+00
63+00
64+00
805.00
805.00
805.

# BID FORM
# WILLIAMSON COUNTY, TEXAS

**PROJECT: 1702-148 Southwest Bypass Access Route** **BIDDER:** _____

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

| BID ITEM | TECH SPEC (TECH SPEC)[1] | DESCRIPTION | BID QUANTITY | UNIT MEASURE | UNIT COST | AMOUNT BID |
|---|---|---|---|---|---|---|
| 1 | 156-WC01 (156-6005) | BULLDOZER WORK (MIN. SIZE CAT D8 OR EQUAL) | 40 | DAY | | $ - |
| 2 | 158-WC01 (158-6003) | SPECIALIZED EXCAVATION WORK (HYD EXCAVATOR - MIN. SIZE CAT 335 OR EQUAL; WITH HOE-RAM & BUCKET) | 40 | DAY | | $ - |
| 3 | 158-WC02 (158-6004) | SPECIALIZED EXCAVATION WORK (FRONT-END LOADER - MIN. SIZE CAT 950 OR EQUAL) | 40 | DAY | | $ - |
| 4 | 500-WC01 (500-6001) | MOBILIZATION (INCL/ BONDS & INSURANCE) | 1 | LS | | $ - |
| 5 | 500-WC02 (500-6033) | MOBILIZATION (BULLDOZER) | 1 | LS | | $ - |
| 6 | 500-WC03 (500-6033) | MOBILIZATION (HYD-EXCAVATOR) | 1 | LS | | $ - |
| 7 | 500-WC04 (500-6033) | MOBILIZATION (FRONT-END LOADER) | 1 | LS | | $ - |

NON-BID ITEMS TO BE INCLUDED IN BID AND CONTRACT AMOUNT. DO NOT MAKE CHANGES TO THIS SECTION.

| | | | | | | |
|---|---|---|---|---|---|---|
| 8 | 999-WC01 | FORCE ACCOUNT | 30,000.00 | DOL | $ 1.00 | $ 30,000.00 |

**TOTAL AMOUNT OF BID**

_____ **Dollars and** _____ **Cents** $ 30,000.00

**NOTE: THE COURT MAY EITHER REJECT ALL BIDS OR AWARD A CONTRACT TO THE LOWEST AND BEST BID.**

[1] TECHNICAL SPECIFICATIONS REFER TO TXDOT'S STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MAINTENANCE OF HIGHWAYS, STREETS, AND BRIDGES (2014)

[1]Refer to the Technical Specifications section for a description of the specific reference number.

# Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

## Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

## Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

**Form CIQ**

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

# CONFLICT OF INTEREST QUESTIONNAIRE

**For vendor or other person doing business with local governmental entity**

**Form CIQ**
**Page 2**

5 **Name of local government officer with whom filer has affiliation or business relationship.**
**(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

**6. Describe any other affiliation or business relationship that might cause conflict of interest:**

7

| Signature of person doing business with the governmental entity | Date |
|---|---|

Signature not required if completing in BIDSYNC electronically.

# 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.

# Question and Answers for Bid #1702-148 - Southwest Bypass Access Route

| Overall Bid Questions |
| --- |
| There are no questions associated with this bid. |

**Commissioners Court - Regular Session** **66.**

**Meeting Date:** 03/21/2017

Request approval to replace east boiler with 6 tankless water heater at Jail with MTech

**Submitted For:** Randy Barker **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 authorizing the service agreement with MTech to remove and replace the old east boiler at the Jail facility, with six tankless water heaters for a quoted price of $56,800.00. MTech cooperative contract TIPS #1032615, valid through 3/26/2018.

### Background

The old boilers at the jail facility have continued to have problems, resulting in the continued failure of the unit and expenditures to make repairs. To ensure compliance with all jail standards, replacing the old boiler with new more efficient tankless water heaters is needed.

---

## Fiscal Impact

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

## Attachments

MTech Quote

MTech Service Agreement

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## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 12:31 PM |
| Form Started By: Teri Jeffries | | Started On: 03/14/2017 01:58 PM |
| Final Approval Date: 03/15/2017 | | |

# Proposal

|Phone: 512.929.7090|1720 Royston Lane, Round Rock, TX 78664|TACLA0020760C|M-18971|TECL 29725|

**Date: March 13, 2017**

**Proposal Number: 2017-4329**
**TIPS #1032615**

## Customer: Williamson County

**Attention:** Toby Bonnet

**Location: Williamson County Jail House**
**405 MLK Blvd.**

**Email:** TBonnet@wilco.org

**Phone:** 512-943-1615

**Project Name: Tankless water heater**

**Scope of Work:**

- Mtech will install a Rinnai Rack system with six 199 BTU tankless water heaters
- Once the old east boiler is removed we will set the new rack in its place
- Connect water, run new vent and connect gas. customer will install the electrical
- We will cap off old vent for the East boiler
- After install is complete we will have the new system start up performed by Rinnai

**Includes:**

- Rinnai rack system #TRS06iN, pipe, fittings, vent material and labor
- 7 days ground shipping from the date ordered
- **Option: For overnighted material, add $5,700.00 to Quoted Price below**

**Exclusions:** **Overtime hours and any additional work not in scope**

**Quoted Price** ..... **$56,800.00** (excludes tax)

**Prepared by:**

**Paul Wilson**

Email: Paul.Wilson@csusa.us

Phone: 512-680-2878

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

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

# SERVICES CONTRACT
# FOR BOILER REPLACEMENTS
# (Williamson County Jail)
# (TIPS #1032615)

**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Mtech Comfort Systems USA** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

## I.

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

demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

**II.**

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

**III.**

**No Assignment:** Service Provider may not assign this contract.

**IV.**

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

**V.**

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal, dated March 13, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $62,500.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**VI.**

**Insurance:** Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in

the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

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

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

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

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

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

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

## VII.

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

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

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The

services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work for Installation, dated March 13, 2017, which is incorporated herein as if copied in full.

**IX.**

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

**X.**

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

**XI.**

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

**XII.**

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

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

**Severability:** In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**XV.**

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

**XVI.**

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

**WILLIAMSON COUNTY:**

_____
Authorized Signature

**SERVICE PROVIDER:**

_____
Authorized Signature

Exhibit "A"
Price Quote Dated March 13, 2017
(Incorporated herein as if copied in full)

# Proposal

|Phone: 512.929.7090|1720 Royston Lane, Round Rock, TX 78664|TACLA0020760C|M-18971|TECL 29725|

**Date: March 13, 2017**

**Proposal Number: 2017-4329**
**TIPS #1032615**

## Customer: Williamson County

**Attention:** Toby Bonnet

**Location: Williamson County Jail House**
**405 MLK Blvd.**

**Email:** TBonnet@wilco.org

**Phone:** 512-943-1615

**Project Name:** **Tankless water heater**

**Scope of Work:**

- Mtech will install a Rinnai Rack system with six 199 BTU tankless water heaters
- Once the old east boiler is removed we will set the new rack in its place
- Connect water, run new vent and connect gas. customer will install the electrical
- We will cap off old vent for the East boiler
- After install is complete we will have the new system start up performed by Rinnai

**Includes:**

- Rinnai rack system #TRS06iN, pipe, fittings, vent material and labor
- 7 days ground shipping from the date ordered
- **Option: For overnighted material, add $5,700.00 to Quoted Price below**

**Exclusions:** **Overtime hours and any additional work not in scope**

**Quoted Price** ..... **$56,800.00** (excludes tax)

**Prepared by:**

**Paul Wilson**

Email: Paul.Wilson@csusa.us

Phone: 512-680-2878

_____

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

*Licensed by the Texas State Board of Plumbing Examiners, License #M-18971, Curtis Novinger, RMP. Correspondence with this Board should be directed to PO Box 4200, Austin, TX 78767. 512.458.2145*

*A Comfort Systems USA Company*

**Commissioners Court - Regular Session** **67.**

**Meeting Date:** 03/21/2017

Service Agreement for Amarillo Junior College classes

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action to authorize and approve the award of the Service Agreement to Amarillo Junior College District for Asphalt Distributor, Backhoe, and Maintainer classes. The total for these three classes equals $13,451.19.

**Background**

The Service Agreement is attached for your review. Road and Bridge Department.

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**Fiscal Impact**

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

**Attachments**

Amarillo College Contract 170002 dated 10 March 2017

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Rebecca Clemons | 03/15/2017 11:30 AM |
| Purchasing (Originator) | Randy Barker | 03/15/2017 04:31 PM |
| Form Started By: Dianne West | | Started On: 03/15/2017 09:55 AM |
| Final Approval Date: 03/15/2017 | | |

Amarillo College

**Technical Education Division**

**Williamson County Training Agreement** #170002

**AGREEMENT with Amarillo Junior College District through the Technical Education Division PO Box 447 Amarillo, TX 79178-0001**

**March 10, 2017**

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as **"College"**, and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

1.0 **Purpose:** The **College** shall provide the following classes for certain employees of the **Client** as provided in this agreement:

- (1) 32 hour Asphalt Distributor ($4483.73)
- (1) 32 hour Backhoe ($4483.73)
- (1) 32 hour Maintainer ($4483.73)

2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.

3.0 **Term:** The **College** will conduct the training on the following schedule:

- Asphalt Distributor TBD
- Backhoe April 10 to April 13, 2017
- Maintainer April 17 to April 20, 2017

Time: 8:00am to 5:00pm with one hour for lunch.

4.0 **Fee:** The fee for these three (3) classes (including travel) is $13,451.19. Four (4) students may attend each class for this price.

4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.

**AGREEMENT between Amarillo College and Williamson County,** continued page 2.

5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client.**

5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client.**

6.0 **Facilities:** The training will be conducted at facilities of the **Client**.

7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.

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

7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client.**

7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.

7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.

| Amarillo College | Technical Education Division | Williamson County Training Agreement #170002 |
|---|---|---|

**AGREEMENT between Amarillo College and Williamson County,** continued page 3.

7.5 **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the **College** or the **Client**.

7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.

7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.

7.8 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.

7.9 **Venue:** This agreement 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 Potter County, Texas.

8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

**Client Representative**

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By:_____

Date:_____

**College Representative**

Ed Nolte
Industrial and Transportation Tech
Amarillo College

By:_____

Date: 10 March 2017

**Commissioners Court - Regular Session** **68.**

**Meeting Date:** 03/21/2017

Services Contract Sports Field Lighting Repair

**Submitted For:** Randy Barker **Submitted By:** Dianne West, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action to ratify the agreement with BJ Electric for emergency services to repair some damaged sports field lighting. These services were determined critical for the County to promptly address, in order to provide a safe recreational environment for visitors.

### Background

Services Contract Sports Field Lighting Repair and B J Electric Company quotation dated 24 February 2017 (referred to as Exhibit "A" ) are both attached for review.

## Fiscal Impact

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

## Attachments

Services Contract Sports Field Lighting Repair

Exhibit A (quote)

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/15/2017 02:53 PM |
| Form Started By: Dianne West | | Started On: 03/15/2017 01:19 PM |
| Final Approval Date: 03/15/2017 | | |

**THE STATE OF TEXAS** §

**COUNTY OF WILLIAMSON** §

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**SERVICES CONTRACT**
**SPORTS FIELD LIGHTING REPAIR**
**(PARKS DEPARTMENT)**

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**Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.**

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **BJI, Inc. d/b/a "B.J. Electric Company"** (hereinafter "Service Provider"). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

**I.**

**No Agency Relationship & Indemnification:** It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, action, or liability of any kind against The County resulting from any services Service Provider perform on behalf of The County.

## II.

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

## III.

**No Assignment:** Service Provider may not assign this contract.

## IV.

**Compliance with All Laws:** Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

## V.

**Consideration and Compensation:** Service Provider will be compensated based on the attached Fee Proposal/Scope of Work, dated February 24, 2017, which is marked as Exhibit "A" and incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $7,500.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

## VI.

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

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

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

| COVERAGE | PER PERSON | PER OCCURRENCE |
|---|---|---|
| Comprehensive General Liability (*including premises, completed operations and contractual*) | $1,000,000 | $1,000,000 |
| Aggregate policy limits: | | $2,000,000 |

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

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

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

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

## VII.

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

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

## VIII.

**Services:** Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Fee Proposal with Scope of Work, dated February 6, 2017, which is incorporated herein as if copied in full.

**IX.**

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

**X.**

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

**XI.**

**Termination:** This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving seven (7) days written notice thereof.

**XII.**

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

**XIII.**

**Effective Date and Term:** This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

**XIV.**

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

## XV.

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

## XVI.

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

WITNESS the signatures of all parties in duplicate originals this the _____ day of _____, 2017.

**WILLIAMSON COUNTY:**

_____
Authorized Signature

**SERVICE PROVIDER:**

Thomas L Payne
Authorized Signature

**Exhibit "A"**
**(Quote/Scope of Work)**

**BJI, Inc. dba**
**B. J. Electric Company**

**1509 Three Points Rd.**
**Pflugerville, TX 78660**

**Phone: 512-990-5500**
**Fax: 512-990-5567**
**E-Mail: bjelectric1@att.net**

**State Electrical Contractor No. 17161**
**Master License No. 24035**

February 24, 2017

Williamson County Parks & Recreation Dept.

RE: Williamson County Regional Park

ATTN: Benita Bonner

Per your request we offer the following Quote based upon our understanding of the scope of work. We propose to furnish material, labor, and equipment as required to complete the following:

- Troubleshoot wire harness problem on (2) poles.
- Replace (37) – 1500 watt Musco lamps.
- Price does not include ballast or capacitors.
- All poles have to be accessible with our crane trucks without putting down plywood or taking down fences.

QUOTED PRICE: $7500

Thank you,

Tommy Payne

**Commissioners Court - Regular Session** **69.**

**Meeting Date:** 03/21/2017

Authorizing Agreement for Fuel Management System

**Submitted For:** Randy Barker **Submitted By:** Sydney Richardson, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

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**Information**

**Agenda Item**

Discuss, consider and take appropriate action on authorizing the Agreement for the fuel system management (FuelMaster) software and hardware for the term of 03/23/2017 – 03/22/2018, with Syntech Systems, Inc., for $10,791.00 on NJPA COOP #051613-SYS.

**Background**

Requested by Ed Pospisil, Inventory Manager I with Williamson County Fleet; this fuel management system, FuelMaster, is used to track and dispense fuel to County Vehicles. Audit and Legal have approved this Agreement.

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**Fiscal Impact**

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

**Attachments**

1 - Agreement

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 09:03 AM |
| Form Started By: Sydney Richardson | | Started On: 03/16/2017 07:31 AM |
| Final Approval Date: 03/16/2017 | | |

FUELMASTER

ENGINEERED BY syntech

**FUELMASTER® Fuel Management System**

Extended Maintenance Agreement

The FUELMASTER® Fuel Management Systems Extended Maintenance Agreement is made and entered into on this day of **3/23/2017** Tallahassee, Florida, by and between SYN-/ECH SYSTEMS, INCORPORATED, (STS), a Florida Corporation having a principal place of business at 100 Four Points Way, Tallahassee, Florida 32305 and:

**WILLIAMSON COUNTY**

This initial term of this agreement shall commence as of **3/23/2017** and shall continue for a term expiring **3/22/2018** at which time the services will be automatically renewed unless otherwise directed by the customer. Customer will have the option to accept or terminate the services when invoiced.

The FUELMASTER® Maintenance Agreement provides a means of extending the normal one-year warranty that all FUELMASTER® customers receive. It covers parts and telephone support labor for all FUELMASTER® components, both software ad hardware, and provides free updates software/firmware, upon request. The customer will be sent replacement parts and a pre-paid label to return the defective parts. The customer must return the defective parts within seven business days. Support hours are 8:00 AM – 8:00 PM local time, Monday through Friday, excluding New Year's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, and Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day.

| | | | |
|---|---|---|---|
| WILLIAMSON CO - CENTRAL MAINT | 8309 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - CENTRAL MAINT | 8305 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - CEDAR PARK | 9986 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - GRANGER | 8314 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - FLORENCE | 8312 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - TAYLOR | 8315 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - CENTRAL MAINT | 9987 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - ROUND ROCK | 9985 | FMU-2500PLUSG | $1175 |
| WILLIAMSON CO - CENTRAL MAINT | 9958 | FMU-2501PLUSG | $1175 |
| WILLIAMSON CO - CENTRAL MAINT | 8306 | FMU-2501PLUSG | $1175 |
| | | | $11750 |
| | | DISCOUNT | -$1199 |
| | | TOTAL | $10791 |

THERE IS *A LATE FEE OF $25.00 A MONTH PER UNIT UP TO SIX MONTHS OR A MAXIMUM OF*

*$150.00*. AFTER SIX MONTHS, THERE IS AN AMNESTY FEE OF $150.00 THAT INCLUDES VERIFICATION OF THE FUNCTIONALITY OF THE SYSTEM.- MULTIPLE YEARS OF MAINTENANCE MAY BE PURCHASED AT THE CURRENT RATE, BUT ALL YEARS MUST BE PURCHASED IN ADVANCE WITH ONE PAYMENT.

Syn-Tech Systems, Inc will provide at no additional charge Certificates of Insurance naming your company as a Certificate Holder.

Syn-tech Systems, Inc. recognizes the confidentiality of each customer's software and database information, and will not disclose this information to any third party. Syn-tech Systems, Inc. is certified by Payment Industries Standards to PA-DSS requirements and all data must be securely maintained.

Organizations under maintenance contract are provided a toll free number and have access to FUELMASTER® technicians to assist in FUELMASTER® operations and diagnostics.
Software updates will be provided free of charge upon request. The exception to this is for those system operators with customized software. Each customized program will have to be quoted on an individual basis. Customers with Extended Maintenance will only pay for the customization. The customer can make the decision as to whether he prefers to maintain his current system or update to the new software/firmware. Changes in hardware are not covered by this agreement.

Under terms of this agreement, FUELMASTER® technicians will telephonically diagnose problems with the assistance of the customer to determine warrantable conditions, and possible problem solutions. Syn-Tech will replace all defective parts and provide telephonic assistance to the customer in installation of replacement parts to allow the unit to be repaired as expeditiously as possible. Please note that FUELMASTER® was designed in a modular manner to provide easy and rapid exchange of parts, even by non-technical personnel. Other fuel management systems are not designed this way and consequently does not offer warranties comparable to FUELMASTER®. This agreement does not cover site visits by FUELMASTER® technicians for repair.

Please note that damage resulting from acts of God, user abuse, accidents, faulty installation or operation is not covered under the warranty. This warranty specifically excludes any indirect, special, or consequential damages to include, but not limited to, loss of product, profit, or litigation fees. Additionally, associated equipment including valves, pulsers, printers, personal computers, pumps, oilers, dispensers, and other items not manufactured by Syn-Tech, are warranted only to the extent covered by the original manufacturer. Additionally, warranty is limited to approve locations (generally the United States of America) and is not transferable except by written permission of Syn-Tech Systems, Inc.

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

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

sixty (60) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee 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 licensee 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 licensee'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.

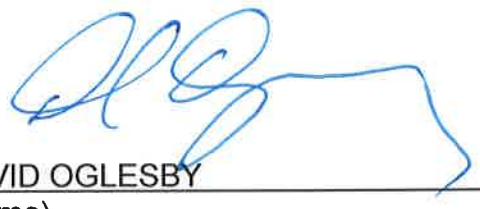
Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

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

The parties deem this agreement to be executed by their duly authorized representatives on the Agreement date.

SYN-TECH SYSTEMS, INCORPORATED:

(Signature) 

DAVID OGLESBY
(Name)

VP OF OPERATION
(Title)

CUSTOMER:

_____
(Company)

_____
(Signature)

_____
(Name)

_____
(Title)

_____ _____
(Telephone Number) (Fax Number)

_____
(Email Address, if applicable)

**Commissioners Court - Regular Session** **70.**

**Meeting Date:** 03/21/2017

Request for approval to award contracts on IFB 1702-140 Traffic Signs and Markers

**Submitted For:** Randy Barker **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 IFB 1702-140,Signs and Markers, for Williamson County, Road and Bridge Department, to the lowest and overall best value bidders. Garden State, submitted the lowest and best offer for the majority of signs and roll goods, and then Pathmark and NSTS for the hardware, posts and markers.

**Background**

Recommendation letter and tabulation table are attached for your review.

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**Fiscal Impact**

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

**Attachments**

Recommendation letter IFB 1702-140

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**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 09:03 AM |
| Form Started By: Teri Jeffries | | Started On: 03/16/2017 08:38 AM |
| Final Approval Date: 03/16/2017 | | |

WILLIAMSON COUNTY
1848

March 15, 2017

Ms. Teri Jeffries
Senior Purchasing Agent
901 S. Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1702-140 – Signs and Markers

After reviewing all the pertinent information, Garden State, submitted the lowest and best offer for the majority of signs and roll goods, and then Pathmark and NSTS for the hardware, posts and markers in the IFB 1702-140 – Signs and Markers.

I recommend to the Williamson County Commissioner's Court that they award as per the attached table, Table 1. Recommendation for IFB 1702-140 – Signs and Markers.

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

Sincerely,

J. Terron Evertson

J. Terron Evertson, P.E.
County Engineer

Enclosure: Table 1. Recommendation for IFB 1702-140 – Signs and Markers

**Table 1. Recommendation for IFB 1702-140 – Signs and Markers**

| DESCRIPTION | ITEMS | PRIMARY | SECONDARY | TERTIARY |
|---|---|---|---|---|
| TMUTCD SIGNS - REGULATORY | 1.01-1.33 | GARDEN STATE | VULCAN | PATHMARK |
| TMUTCD SIGNS - WARNING | 2.01-2.22 | GARDEN STATE | VULCAN | PATHMARK |
| TMUTCD SIGNS - SCHOOL | 3.01-3.09 | GARDEN STATE | VULCAN | PATHMARK |
| BRACKET/POST AND HARDWARE | 4.01-4.06 | PATHMARK | SAFELANE | NSTS |
| STREET SIGNS BLANKS AND HARDWARE | 5.01-5.13 | NSTS | VULCAN | GARDEN STATE |
| POSTS | 6.01-6.11 | PATHMARK | SAFELANE | NSTS |
| ROLL GOODS | 7.01-7.13 | GARDEN STATE | VULCAN | SAFELANE |
| BARRICADE MATERIAL | 8.01-8.07 | PATHMARK | NSTS | SAFELANE |
| FLEXIBLE ROLL UP SIGNS | 9.01-9.05 | NSTS | PATHMARK | SAFELANE |
| DELINEATOR AND OBJECT MARKERS | 10.01-10.12 | PATHMARK | NSTS | SAFELANE |
| CWZTCDL SUBSTRATES FOR SIGNS BLANKS FOR SHORT-TERM/SHORT DURATION | 11.01-11.04 | PATHMARK | SAFELANE | NSTS |

**Meeting Date:** 03/21/2017

Juvenile Vehicle

**Submitted By:** Jayme Jasso, Purchasing

**Department:** Purchasing

**Agenda Category:** Regular Agenda Items

## Information

### Agenda Item

Discuss, consider and take appropriate action on authorizing the purchase of (3) 2018 White Chevy Malibu's in the amount of $59,884.00 per Buyboard contract 521-16, from Caldwell Country Chevrolet. To support the operations of Williamson County Juvenile Services.

### Background

## Fiscal Impact

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

## Attachments

Vehicle's

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| County Judge Exec Asst. | Wendy Coco | 03/16/2017 11:49 AM |
| Form Started By: Jayme Jasso | | Started On: 03/16/2017 10:16 AM |
| Final Approval Date: 03/16/2017 | | |

# CALDWELL COUNTRY

**CHEVROLET**

**BUYBOARD BID 521-16**

| | | | |
|---|---|---|---|
| **End User:** | WILLIAMSON COUNTY | **Caldwell Rep:** | AARON WILEY |
| **Contact:** | JOHN PELCZAR | **Phone/fax:** | **254-773-8824 / 254-773-8808** |
| **Phone/email:** | 512-943-3204/jpelczar@wilco.org | **Date:** | Monday, April 18, 2016 |
| **Product Description:** | CHEVY MALIBU LS | **email:** | aaron@caldwellcountry.com |

**A. Bid Series:** 34 **A. Base Price:** $ 17,988.00

**B. Published Options [Itemize each below]**

| Code | Options | Bid Price | Code | Options | Bid Price |
|---|---|---|---|---|---|
| 1ZC69 | 2018 MALIBU LS FLEET | $ 1,600.00 | | REAR VIEW CAMERA | INCL |
| | 1.5L TURBO 4 CYLINDER | INCL | | | |
| | A/C& HEAT ; AM/FM RADIO | INCL | | | |
| | CLOTH BUCKET SEATS | INCL | | | |
| | CARPET FLOORS & MATS | INCL | | | |
| | CRUISE CONTROL | INCL | | | |
| | DAYTIME RUNNING LIGHTS | INCL | | | |
| | BLUETOOTH | INCL | | | |
| | POWER WINDOWS AND LOCKS | INCL | | | |
| | KEYLESS ENTRY | INCL | | | |
| | KEYLESS START | INCL | | | |

**Total of B. Published Options:** $ 1,600.00

**C. Unpublished Options [Itemize each below, not to exceed 25%]** $= 0.0 %

| Options | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | WHITE | COLOR |
| | | ESTIMATED 90-120 DAYS | DELIVERY |
| | | | |
| | | | |
| | | | |
| | | | |

**Total of C. Unpublished Options:** $ -

| | | |
|---|---|---|
| **D.** | **Pre-delivery Inspection:** | $ - |
| **E.** | **Texas State Inspection:** | $ - |
| **F.** | **Manufacturer Destination/Delivery:** | |
| **G.** | **Floor Plan Interest (for in-stock and/or equipped vehicles):** | $ - |
| **H** | **Lot Insurance (for in-stock and/or equipped vehicles):** | $ - |
| **I.** | **Contract Price Adjustment:** | $ - |
| **J.** | **Additional Delivery Charge:** 0 **miles** | $ 240.00 |
| **K.** | **Subtotal:** | $ 19,828.00 |
| **L.** | **Quantity Ordered** 3 **x K =** | $ 59,484.00 |
| **M.** | **Trade in:** | |
| **N.** | **BUYBOARD FEE** | $ 400.00 |
| **O.** | **TOTAL PURCHASE PRICE WITH BUYBOARD FEE** | $ 59,884.00 |

**Commissioners Court - Regular Session** **72.**

**Meeting Date:** 03/21/2017

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 Columbus Balbo

### 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 | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:16 AM |
| Final Approval Date: 03/16/2017 | | |

**Commissioners Court - Regular Session** **73.**

**Meeting Date:** 03/21/2017

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 the acquisition of real property for right-of-way for Mays St. Extension

b) Discuss the acquisition of real property for SW 183 and SH 29 Loop.

c) Discuss the acquisition of real property for CR 176 at RM 2243

d) Discuss the acquisition of real property with endangered species for mitigation purposes.

e) Discuss the acquisition of real property: CR 101

f) Discuss the acquisition of real property: CR 111

g) Discuss the acquisition of real property for CR 278 at Bagdad Rd.

h) Discuss the acquisition of real property for proposed CR 110 project. (All sections)

i) Discuss the acquisition of Easement Interests for the Forest North Drainage Improvement Project.

j) Discuss the acquisition of real property on CR 305.

k) Discuss the acquisition of Easement interests for the Brushy Creek Trail Project.

l) Discuss acquisition of property located at NEC of Toll 130 and Gattis School Rd.

m) Discuss the acquisition of a drainage easement for CR 108.

n) Discuss easement acquisitions from San Gabriel River Ranch Subdivision.

o) Discuss the acquisition of real property for CR 258.

p) Discuss the acquisition of real property for Lakeline Blvd.

q) Discuss the acquisition of real property for US 183.

r) Discuss the acquisition of real property for Hairy Man Rd.

s) Discuss the acquisition of real property for SW Bypass.

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 transfer of right of way for Westinghouse Rd. to the City of Georgetown.

e) Discuss wastewater easements in Berry Springs Park

f) Discuss Development Agreement with Ashby Capital Investments, LLC

g) Discuss sale of County property on Ronald Reagan Blvd.

h) Discuss abandonment of County property on CR 123.

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 | 03/16/2017 10:19 AM |
| Form Started By: Charlie Crossfield | | Started On: 03/16/2017 10:14 AM |
| Final Approval Date: 03/16/2017 | | |