NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
MAY 9TH, 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 – 19)

5. Discuss, consider and take appropriate action for Line Item Transfer for Ag Extension Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0665.4231	Travel	$1,500.00
To	0100.0665.4221	Livestock	$1,500.00

6. Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	515.00
To	0100-0453-004133	Juv Cases-Court Appt Atty	515.00

7. Discuss, consider, and take appropriate action on a line item transfer for the Hazardous Materials department.

Fiscal Impact

From/To	Acct No.	Description	Amount
To:	100-542-4232	Conference/Training/Seminars	$2,400
From:	100-542-4718	Pre-employment Physicals	$2,400

8. Discuss,consider and take appropriate action on a line item transfer for the Magistrate.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0477.003900	Membership Dues	$1,500
To	0100.0477.004210	Internet	$1,500

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$60,000.00
To	0882.0882.003524	Sublets	$60,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Construction/Maintenance	$300,000.00
To	0200-0210-004100	Professional Services	$300,000.00

11. Discuss, consider and take appropriate action on a line item transfer for the District Attorney's office.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.005758	Law Books >5K	4000.00
To	0100.0440.003900	Membership Dues	4000.00

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

13. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (13) Thermal Printers, (3) Boxes of misc. cables, (13) Battery Charges, (12) Auto Adapters, (2) Printers, (13) Mobile computers, (2) Projector screens, (1) Dell power connect switch, (2) Dell servers, (1) Equallogic SAN's, (4) Sets of Rails, (1) Spam Filter, (10) Desktops, (2) APC back-ups, (1) Server rack, (1) Rack console, (2) Switch's, (2) Power connect's, (2) Cisco Catalyst, (1) Drobo Storage model, (3) Monitors, (2) 4 drawer file cabinet, (1) Sharp viewcam, (1) Polaroid, (4) Keyboards, (1) Typewriter, (6) Mouse, (2) Docking stations, (5) Laptop batteries, (1) Laptop, (1) Desk shell, (1) Phone and (1) 2005 928G Caterpillar Wheel Loader (see attached lists) pursuant to Tx. Local

Gov't code 263.152.

14. Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including, (1) Cardboard baler, (1) Propane tank, (1) Pallet truck (see attached list) pursuant to Tx. Local Gov't code 263.152.

15. Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Paloma Lake Municipal Utility District No. 1 regarding off-duty contracting of County Sheriff Deputies.

16. Discuss, consider and take appropriate action on approval of the final plat for the Walsh subdivision - Pct 1.

17. Discuss, consider, and take appropriate action on approval of the revised plat for the Star Ranch Section 4
Block A Subdivision - Pct 4.

18. Discuss, consider and take appropriate action on approval of the revised preliminary plat for the Rancho Sienna Section 19 subdivision - Pct 3.

19. Discuss, consider and take appropriate action on approval of the revised plat for Block B Lots 1 & 2 of the the Business Park at Brushy Creek Sec 1 subdivision - Pct 4.

REGULAR AGENDA

20. Discuss, consider, and take appropriate action on a Proclamation for National Preservation Month 2017.

21. Discuss, consider and take appropriate action on resolution recognizing May 8-13, 2017, as "Economic Development Week" and hear presentation on Williamson County Economic Development Partnership.

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

23. Discuss, consider and take appropriate action on a contract for Great Oaks Bridge at Brushy Creek between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program.

24. Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the GT Inner Loop @ WilCo Central Maintenance project between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.

25. Discuss, consider and take appropriate action on Change Order No. 2, to contract number IFB 1607-101, in the amount of $49,478.64 for the Milling and Overlay for Ronald Reagan Blvd Phase I and Phase II.

26. Discuss, consider and take any appropriate action regarding a Resolution approving Newark higher Education Finance Corporation Education Revenue bonds, Series 2017 (Orenda Education) for the benefit of Orenda Education in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson Count).

27. Discuss, consider and take appropriate action on approving service contract with ATS Engineers, Inspectors and Surveyors to provide building inspections for the Williamson County Sheriff's Office Training Center project and authorize the County Judge to sign.

28. Discuss, consider and take appropriate action on rejecting bids received for IFB 1703-151, Sale of Ridgmar Landing Property.

29. Discuss, consider, and take any necessary action to approve termination of custodial services contract (BuyBoard # 472-14) with Eagle Maintenance Co. Inc. d/b/a Service Master Clean and authorize County Judge to sign 30-day notice letter of termination.

30. Discuss, consider, and take appropriate action on approving agreement between Williamson County and McLemore Building Maintenance, Inc for Custodial Services pursuant to TIPS contract # 02052215.

31. Discuss, consider and take appropriate action on awarding IFB 1704-154, Aggregates for Surface Treatments, to the only bidder Vulcan Materials, for Item # 4 only, and authorize Purchasing Agent to advertise and receive sealed bids for Aggregates for Surface Treatments (Items 1-3) under IFB 1705-163.

32. Discuss, consider and take appropriate action on authorizing Purchasing Agent to advertise and receive sealed bids for CR 384 Low Water Crossing at Donahoe Creek under IFB # 1704-162.

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)."

33. 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
e) Mega Site

34. 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 real property for County Facilities.
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 CR 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.
t) Discuss the acquisition of real property for Crossroad Acres.
u) Discuss proposed acquisition of real property on CR 138.
v) Discuss proposed acquisition of real property at Highland Springs Lane.

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.
i) Discuss the improvements 175 CR 138 (Giesen tract).

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

35. 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) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
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

36. 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).

37. 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)

38. Discuss and take appropriate action concerning economic development.

39. Discuss and take appropriate action concering real estate.

40. 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) SOAH Docket No. 473-16-4342; PUC Docket No. 45866 –Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138-KV Transmission Line Project
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

41. 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.

42. Comments from Commissioners.

43. 1:00 PM Hear from departments regarding FY 18 budget requests.

_____
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: 05/09/2017

Line Item Transfer Request

Submitted By: Angela Dismukes, Ag Extension

Department: Ag Extension

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action for Line Item Transfer for Ag Extension Office.

Background

With an increase in Agents on staff this year, the livestock line item needs more funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0665.4231	Travel	$1,500.00
To	0100.0665.4221	Livestock	$1,500.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 04:07 PM
Budget Office	Ashlie Koenig	05/04/2017 08:18 AM
Form Started By: Angela Dismukes		Started On: 04/21/2017 10:24 AM
Final Approval Date: 05/04/2017		

Commissioners Court - Regular Session **6.**

Meeting Date: 05/09/2017

Line Item Transfer

Submitted By: Melissa Goins, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving a line item transfer for JP3.

Background

Funds have been depleted; therefore, additional funds are necessary to pay outstanding invoice submitted by attorney for representing a juvenile.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0453-004190	Autopsies, Med Inquests	515.00
To	0100-0453-004133	Juv Cases-Court Appt Atty	515.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/28/2017 08:36 AM
J.P. Pct. #3 (Originator)	Melissa Goins	04/28/2017 09:03 AM
Budget Office	Ashlie Koenig	05/02/2017 12:57 PM
Form Started By: Melissa Goins		Started On: 04/27/2017 03:50 PM
Final Approval Date: 05/02/2017		

Commissioners Court - Regular Session **7.**

Meeting Date: 05/09/2017

Line Item Transfer for Hazardous Materials

Submitted For: Marty Herrin **Submitted By:** Kelly Luna, EMS

Department: Hazardous Materials

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line item transfer for the Hazardous Materials department.

Background

There are funds in the 4232 line item to pay for the tuition for 16 students ($12,000) each year to be certified as Haz Mat technicians. This year both Hutto Fire and Round Rock Fire needed extra seats due to bringing on new station crews. In bringing these crews on they are making sure they are Haz Mat Technician certified so that it will guarantee we have enough Technicians to take over any call that we have. Since we fund $2400 per year for Haz Mat physicals (4718) for each department, we would like to transfer the amount we would be paying Round Rock for physicals ($2400) into training, to offset the additional expense.

Fiscal Impact

From/To	Acct No.	Description	Amount
To:	100-542-4232	Conference/Training/Seminars	$2,400
From:	100-542-4718	Pre-employment Physicals	$2,400

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2017 09:22 AM
Budget Office	Ashlie Koenig	05/02/2017 12:58 PM
Form Started By: Kelly Luna		Started On: 05/01/2017 11:34 AM
Final Approval Date: 05/02/2017		

Commissioners Court - Regular Session **8.**

Meeting Date: 05/09/2017

Line item transfer

Submitted By: Teri Miller, Magistrate

Department: Magistrate **Division:** Personal Bond Office

Agenda Category: Consent

Information

Agenda Item

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

Background

Requested money in memberships dues thinking this would fall into that particular category. However, the correct line item is "internet" or line 004210.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0477.003900	Membership Dues	$1,500
To	0100.0477.004210	Internet	$1,500

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Budget Office	Ashlie Koenig	05/03/2017 12:20 PM
Form Started By: Teri Miller		Started On: 05/02/2017 01:56 PM
Final Approval Date: 05/03/2017		

Commissioners Court - Regular Session **9.**

Meeting Date: 05/09/2017

05-09-2017 LIT

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

Unforeseen major repairs have depleted our sublet funds earlier than anticipated this fiscal year.This transfer amount is projected to cover sublet charges for the remainder of this fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0882.0882.003301	Gasoline	$60,000.00
To	0882.0882.003524	Sublets	$60,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Budget Office	Ashlie Koenig	05/03/2017 11:45 AM
Form Started By: Edward Pospisil		Started On: 05/03/2017 08:15 AM
Final Approval Date: 05/03/2017		

Commissioners Court - Regular Session **10.**

Meeting Date: 05/09/2017

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

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

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

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

Background

This transfer is necessary in order to continue to meet customer expectations by providing ongoing support for speed studies, hydraulic analysis, traffic analysis, signal warrant studies, and roadway design.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003599	Road Construction/Maintenance	$300,000.00
To	0200-0210-004100	Professional Services	$300,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:00 AM
Budget Office	Wendy Coco	05/05/2017 02:05 PM
Form Started By: Daribel Texidor		Started On: 05/04/2017 10:38 AM
Final Approval Date: 05/05/2017		

Commissioners Court - Regular Session **11.**

Meeting Date: 05/09/2017

LIT DA

Submitted By: Rebecca Clemons, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer for the District Attorney's office.

Background

Additional funds are needed for memberships for FY 16.17.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0440.005758	Law Books >5K	4000.00
To	0100.0440.003900	Membership Dues	4000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Rebecca Clemons	05/04/2017 12:00 PM
Form Started By: Rebecca Clemons		Started On: 05/04/2017 11:56 AM
Final Approval Date: 05/04/2017		

Commissioners Court - Regular Session **12.**

Meeting Date: 05/09/2017

Compensation Items

Submitted For: Tara Raymore **Submitted By:** Kristy Sutton, Human Resources

Department: Human Resources

Agenda Category: Consent

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.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Comp Item

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Tara Raymore	05/04/2017 10:41 AM
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:00 AM
Form Started By: Kristy Sutton		Started On: 05/03/2017 01:59 PM
Final Approval Date: 05/04/2017		

Department	PCN	EE ID	Budget Amount	*Requested Amount	Change Amount	% Change	Reason for Change	Available Funds	Earliest Oracle Effective Date
Commissioner Pct. 1	0251	14064	$60,199.88	$62,005.88	$1,806.00	3.00%	Merit	Unallocated	5/5/2017
Commissioner Pct. 1	0252	14065	$40,996.80	$41,816.74	$819.94	2.00%	Merit	Unallocated	5/5/2017
District Attorney Office	0086	vacant	$80,665.16	$91,500.00	$10,834.84	13.43%	Increase vacant position salary	Unallocated	5/12/2017
District Attorney Office	0054	10627	$126,335.04	$127,400.45	$1,065.41	0.84%	merit	Unallocated	5/5/2017
Information Technology Services	0963	11260	$60,292.61	0	0	0	Title and Grade Change Only: System Support Specialist II (B.24) to System Support Specialist III (B.25)	N/A	5/5/2017
Purchasing	1217	vacant	$45,427.20	$48,000.00	$2,572.80	5.66%	Increase vacant position salary	Unallocated	5/12/2017
Purchasing	1216	vacant	$34,791.24	$37,024.00	$2,232.76	6.42%	Increase vacant position salary	Unallocated	5/12/2017
Sheriff Office	1419	vacant	$75,629.26	$55,683.15	-$19,946.11	-26.37%	Title, Grade Change with decrease to top of grade: Sheriff Office HR Operations Supervisor (B.29) to Office Admin SO (B.22)	Unallocated	5/5/2017
Sheriff Office	1390	vacant	$47,336.61	$45,656.17	-$1,680.44	-3.55%	Title, Grade Change with decrease to top of grade: Sheriff Office HR Specialist I (B.21) to Office Spec Sr SO. (B.18)	Unallocated	5/5/2017

*Amount may vary slightly due to Oracle rounding

Commissioners Court - Regular Session **13.**

Meeting Date: 05/09/2017

Asset Auction 5-9-2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through auction including (13) Thermal Printers, (3) Boxes of misc. cables, (13) Battery Charges, (12) Auto Adapters, (2) Printers, (13) Mobile computers, (2) Projector screens, (1) Dell power connect switch, (2) Dell servers, (1) Equallogic SAN's, (4) Sets of Rails, (1) Spam Filter, (10) Desktops, (2) APC back-ups, (1) Server rack, (1) Rack console, (2) Switch's, (2) Power connect's, (2) Cisco Catalyst, (1) Drobo Storage model, (3) Monitors, (2) 4 drawer file cabinet, (1) Sharp viewcam, (1) Polaroid, (4) Keyboards, (1) Typewriter, (6) Mouse, (2) Docking stations, (5) Laptop batteries, (1) Laptop, (1) Desk shell, (1) Phone and (1) 2005 928G Caterpillar Wheel Loader (see attached lists) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Auction

Asset Auction 1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:00 AM
Form Started By: Jayme Jasso		Started On: 05/02/2017 02:23 PM
Final Approval Date: 05/04/2017		

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			

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY
Print Name

Signature 4/20/17 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: RECEIVED

Print Name

APR 24 2017

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

Forward to County Auditor's Office

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

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

13 - SII THERMAL PRINTERS MPU-L465

1 BOX ASST. CABLES

13 - MOTOROLA BATTERY CHARGER/CRADLE

12 - SEIKO AUTO ADAPTERS

1 - SATO PRINTER

2 - UNITECH PA500

11 - MOTOTOLA MC75A8

2 - PROJECTOR SCREENS

RECEIVED

APR 24 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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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			Working

Parties involved:

FROM (Transferor Department): TECHNOLOGY SERVICES

Transferor - Elected Official/Department Head/ Authorized Staff:

TAMMY MCCULLEY
Print Name

Signature 4/19/17 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
APR 24 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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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 _____

DELL POWER CONNECT SWITCH ST# DSXRFH1

DELL POWEREDGE R710 SERVER ST# DQRXJM1

DELL POWEREDGE R710 SERVER ST# DQSXJM1

EQUALLOGIC 4000 ST# JKGCVL1

EQUALLOGIC 5000 ST# 4RKCCG1

4 SETS OF RAILS

BARRACUDA SPAM FILTER ST# BAR-SF-359157

DELL OPTIPLEX 780 ST# CVD4LM1

DELL PRECISION T1500 ST# B8WMML1

DELL EQUALLOGIC EQ5000 ST# BC9CCG1

DELL EQUALLOGIC EQ4000 ST# BZ0LWP1

APC 3000XL SN# JS0731003736

APC 3000 SN# JS0702008380

BOX OF ASST. CABLES

SERVER RACK-BLACK

DELL POWEREDGE 2970 ST# 8L44JM1

DELL POWEREDGE RACK CONSOLE 15FP SN#3WQN

DELL POWEREDGE 2970 ST# DPC5FN1

KVM SWITCH ST# 4VTNHH1

CISCO 2960 SWITCH SN#FOC1314V2LQ

DELL POWEREDGE R520 ST#HM1SCX1

DELL POWER CONNECT 3424 ST# 6W7XV91

CISCO CATALYST 2960 SN# FOC1051ZCH2

CISCO CATALYST 2960 SN# FOC1051ZCAU

DELL POWER CONNECT 5448 ST#4KXRFH1

DROBO STORAGE MODEL-B800

2 MONITORS

1 KEYBOARD/MOUSE

RECEIVED

APR 24 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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- ○ 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	4 drawer file cabinet	unknown	A102220	Working

Parties involved:

FROM (Transferor Department): District Courts

Transferor - Elected Official/Department Head/ Authorized Staff:

Marlys Tidrick
Print Name

Signature Date

Contact Person:

Amber Norton
Print Name

+1 (512) 943-1286
Phone Number

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

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

Tony Hill
Print Name

Signature Date

Contact Person:

Tony Hill
Print Name

+1 (512) 943-3314
Phone Number

RECEIVED
APR 26 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

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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	4 drawer horizontal black filing cabinet-2 handles missing	Anderson Hickey Co.	N	Non-Working
1	Sharp VL-A110 LCD Viewcam	Serial #DC 3.6V/Model # VL-A11OU	N	Working
1	Poloroid One	None	N	Working
1	Logitech MX 3200 Cordless Keyboard	M/N:Y-RAV80RT7R16	N	Non-Working
1	IBM Correcting Selectric III Typewriter	None	N	Non-Working

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

Judy Mills
Print Name

+1 (512) 943-3219
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

Print Name

APR 24 2017

Phone Number

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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Forward to County Auditor's Office

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

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

FrmAudASCF01 revision 07/2014

Williamson County
Asset Status Change Form

Print Form

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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)
	See Attached			

Parties involved:

FROM (Transferor Department): Juvenile Services

Transferor - Elected Official/Department Head/ Authorized Staff:

John Pelczar
Print Name

Signature Date

Contact Person:

John Gordon
Print Name

+1 (512) 943-3303
Phone Number

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

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

Print Name

Signature Date

Contact Person:

Print Name

Phone Number

RECEIVED
APR 27 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 _____

Juvenile Services

Description: Juvenile Justice Computer Turn Information

Generated: 4/24/17

#	Description	Manufacturer ID#	County Tag#	Condition of Asset
1	CRT Monitor Dell M782p	CN-01K525-47803-28D-LV3M	n/a	Working
2	Dell OptiPlex 740	4NJWQF1	C01852	Working
3	Dell Deminsion 4300	4NLQ411	C00255	Working
4	Dell OptiPlex 740	7TTQCG1	C01254	Working
5	Dell iTouch Wireless Keyboard	Y-RB6	n/a	Working
6	Dell Optical Wireless Mouse	M-RM67A	n/a	Working
7	Dell Wireless Mouse and Keyboard Connector	C-BB3 Dual	n/a	Working
8	Del Pro2X Docking Station	QADK204701846	n/a	Working
9	Dell Pro2X Docking Station	QADK204701897	n/a	Working
10	Dell 97Wh Laptop Battery	M5YoX	n/a	Inoperative
11	Dell 97Wh Laptop Battery	M5YoX	n/a	Inoperative
12	Dell 97Wh Laptop Battery	M5YoX	n/a	Inoperative
13	Dell 97Wh Laptop Battery	M5YoX	n/a	Inoperative
14	Dell 85Wh Laptop Battery	WU841	n/a	Inoperative
15	Dell Wireless Mouse	M-R88-DEL4	n/a	Working
16	Logitech Wireless Mouse	M705	n/a	Working
17	Logitech Wireless Mouse	n/a	n/a	Working
18	Dynex Browser Mouse	56012673	n/a	Working
19	Avaya PoE Power Cell and Cord	7004344897	n/a	Working
20	Miscellaneous Cables and Cords	n/a	n/a	Working
21	Dell Latitude E6510 Laptop	1B33YN1	n/a	Working
22	Dell Laptop Power Adapter	CN-0VJCH5-72438-275-07B4-A0(	n/a	Working
23	Logitech MK700 Wireless Keyboard	02666	n/a	Working
24				

RECEIVED

APR 27 2017

AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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	Desk Shell, dark wood			Working
1	Phone, Avaya 4602SW			Working
1	HP C8959B Printer	MY31M3C3CR		Working

Parties involved:

FROM (Transferor Department): Auditor's Office

Transferor - Elected Official/Department Head/ Authorized Staff:

Julie M. Kiley
Print Name

Julie M. Kiley
Signature

April 27, 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

Contact Person:

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

Print Name

Phone Number

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Forward to County Auditor's Office

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

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

Court Document

Vehicle Status Change

Human Resources

County VIN/Serial #: CAT0928GCDJD01613

Department: 210 - Unified Road Systems

Equipment Number (Door Number): UWL0556

License Plate:	Year:	Make:	Model:
N/A	2005	CATERPILLAR	928G

Reason for Status Change:

- High Mileage: List actual mileage 6978 HR.
- Not mechanically sound: Explain below
- Transfer (complete *Receiving Department* section)
- (•) Other: Explain below

Explanation: Has reached life expectancy

i:0#.f|membership|jivey@wilco.org2017-04-13T17:07:56 — 2017-04-13

Elected Official/Department Head/Authorized Staff Signature — Date:

Vehicle Status Change/Title Determination - To be completed by **Fleet Services Manager**

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
- Transfer
- Sale to insurance
- SALE to a government entity/civil or charitable organization in the county at fair market value
- Other

i:0#.f|membership|kevin.teller@wilco.org2017-04-17T07:39:07 — 2017-04-17

Authorized Fleet Staff Digital Signature — Date

To be completed by **Human Resources (hr_risk@wilco.org):**

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

i:0#.f|membership|heather.kirkwood@wilco.org 2017-04-17T14:53:15 — 2017-04-17

Employee Authorizing Digital Signature — Date

Vehicle Status Change/Title Determination - To be completed by the **Auditors Office:**

Check box indicates the Vehicle Transfer has been reviewed and approved: ☐

Title Approved for:

- Salvage Title
- Non-repairable Title
- No change needed; current title is still valid

i:0#.f|membership|angela.schmidt@wilco.org 2017-04-27T15:09:47	2017-04-27
Authorized Employee Digital Signature	Date

Human Resources

Created by Williamson County Technology Services

Commissioners Court - Regular Session **14.**

Meeting Date: 05/09/2017

Asset Transfer 5-9-2017

Submitted By: Jayme Jasso, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the disposal of various county assets through inter-departmental transfer including, (1) Cardboard baler, (1) Propane tank, (1) Pallet truck (see attached list) pursuant to Tx. Local Gov't code 263.152.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Form Started By: Jayme Jasso		Started On: 05/02/2017 03:04 PM
Final Approval Date: 05/03/2017		

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	CARDBOARD BALER MP60-HD-15	07066663 / VB-174 / F# 6602		Working
1	250 GALLON PROPANE TANK	657963		Working
1	KWIK PALLET TRUCK	EZSC15049		Working

Parties involved:

FROM (Transferor Department): RECYCLING CENTER

Transferor - Elected Official/Department Head/ Authorized Staff:

Larry Madsen
Print Name

Larry Madsen
Signature

Date

Contact Person:

Larry Madsen
Print Name

Phone Number

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

RECEIVED
APR 26 2017
AUDITOR'S OFFICE
WILLIAMSON COUNTY, TEXAS

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

GARY WILSON
Print Name

Gary Wilson 4-25-17
Signature

Date

Contact Person:

GARY WILSON
Print Name

+1 (512) 943-1636
Phone Number

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Forward to County Auditor's Office

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

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

Commissioners Court - Regular Session **15.**

Meeting Date: 05/09/2017

MOU and Standard Agreement with Paloma Lake MUD #1

Submitted For: Robert Chody **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any appropriate action regarding approval and receipt of the MOU and Standard Agreement with Paloma Lake Municipal Utility District No. 1 regarding off-duty contracting of County Sheriff Deputies.

Background

This agreement gives permission for Paloma Lake MUD #1 to contract County Deputies in a private capacity and the County to invoice Paloma Lake MUD #1 for deputies' vehicle usage. We are updating our agreements since Sheriff Chody took office on January 1st.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MOU

Standard Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 09:59 AM
Form Started By: Starla Hall		Started On: 05/04/2017 08:13 AM
Final Approval Date: 05/04/2017		

MEMORANDUM OF UNDERSTANDING
Patrol Services to be Performed within
Paloma Lake Municipal Utility District No. 1

1. Background and Purpose.

   a. Section 49.216 of the Texas Water Code authorizes Paloma Lake Municipal Utility District No. 1 (the "**District**") to contract for or employ deputies (the "**Deputies**", each, as "**Deputy**") of the Williamson County Sheriff's Office (the "**Sheriff**") with the power to make arrests when necessary to prevent or abate the commission of: (i) any offense against the rules of the District when the offense or threatened offense occurs on any land, water, or easement owned or controlled by the District (See paragraph 2(vi) below); (ii) any offense involving injury or detriment to any property owned or controlled by the District; and (iii) any offense against the laws of the State.

   b. Pursuant to the authority set forth in Section 49.216 of the Texas Water Code and Section 791.011 of the Texas Government Code, the District, the Sheriff and Williamson County, Texas have entered into that certain Standard Agreement with Local Governmental Entity Regarding Off-Duty Services of County Deputies of even date herewith (the "**Off-Duty Services Agreement**"), pursuant to which the Deputies will provide additional law enforcement, security patrol, and other services within the District's geographical boundaries.

   c. The purpose of this Memorandum of Understanding (this "**MOU**") is to set forth the expectations and intentions of the District and the Sheriff with respect to the services to be performed by Deputies pursuant to the Off-Duty Services Agreement. Upon the expiration or termination of the Off-Duty Services Agreement, this MOU will also terminate. This MOU does not constitute a binding contractual commitment by either party hereto. This MOU amends and restates the Memorandum of Understanding between the parties dated effective as of December 14, 2016 (the "**Prior MOU**"). Upon full execution of this MOU, the Prior MOU will be of no further force or effect.

2. Services Rendered by Deputies.

   a. Although the Deputies will at all times remain under the control and supervision of the Sheriff, the parties hereto mutually agree that the services provided by the Deputies to the District pursuant to the Off-Duty Services Agreement will be performed in accordance with the following standards:

      i. The District and the Sheriff will each establish a designee who will coordinate with each other regarding the Deputies' provision of services to the District under the Off-Duty Services Agreement.

      ii. The District's designee will coordinate with the Sheriff's designee with respect to where the patrol and law enforcement services are to be provided. By way of example, the District's designee may coordinate with the Sheriff's designee to direct the Deputies to provide law enforcement services at meetings of the District's Board of Directors or committees, at specific District properties, and/or at special events of the District, so long as the Deputies are available and willing to provide such services.

iii. Generally, the Deputies will provide patrol services within the District's parks, other property owned or controlled by the District, and any "problem areas" that experience criminal or suspicious activity.

iv. All Deputies providing services within the District pursuant to the Off-Duty Services Agreement must become familiar with the boundaries of the District and ensure that the services performed are only undertaken within the District's boundaries.

v. It is anticipated that the District's designee and the Sheriff's designee will develop an ongoing "security program" for the District based on actual activity in the District and community needs for purposes of continuously improving the safety and well being of District residents and protection of District property. The Deputies are expected to establish "relationships" with District residents to foster trust and communication.

vi. The Deputies may enforce rules of the District on lands owned or controlled by the District provided that a violation of such rules of the District also constitutes a crime under the Texas Penal Code. The District's designee will coordinate with the Sheriff's designee as to any rules to be enforced so that the Deputies are familiar with the District's rules, if any.

vii. The Sheriff's designee will coordinate with the District's designee regarding the hours during which the Deputies are to provide services within the District pursuant to the Off-Duty Service Agreement.

viii. The District will compensate Deputies providing services pursuant to the Off-Duty Service Agreement at the rate of $50.00 per hour. Any time during which a Deputy rendering services within the District pursuant to the Off-Duty Service Agreement leaves the District for emergencies or otherwise, all such time must be logged in a daily report identifying the time of departure and return. Such time must be accounted for and reported to the District's designee on a monthly basis, such that the District does not provide payment for time spent outside the District.

ix. The Sheriff's designee will strive to maintain continuity in scheduling the Deputies for provision of services within the District pursuant to the Off-Duty Service Agreement with the intent to minimize turnover. It is the intent of the parties hereto that by establishing a relationship and familiarity with the residents, employees, and circumstances of the District, a Deputy will be better able to identify and investigate suspicious or potential criminal activity.

x. The Sheriff's designee will provide the District's designee with a monthly report that includes the following information with respect to services performed pursuant to the Off-Duty Service Agreement during the preceding monthly period:

1. All crimes during the monthly reporting period by date, time, location, and responding Deputy.

2. Working hours of each Deputy rendering services pursuant to the Off-Duty Service Agreement. The report must identify the Deputy's name; whether the services were rendered in a marked or unmarked vehicle; hours of commencement and cessation of the services; all incidents (including traffic

stops) during the assignment period; and whether citations were issued. This information must be prepared utilizing daily logs of the Deputies providing services.

3. Any traffic enforcement activity of the Deputies.

4. The nature and duration of any emergencies or other circumstances that required a Deputy to leave the District during periods when such Deputy was rendering services to the District pursuant to the Off-Duty Service Agreement. The report must identify the time at which the Deputy left his or her patrol assignment within the District, and returned to his or her patrol assignment within the District.

5. All routine patrol services furnished within the District other than pursuant to the Off-Duty Service Agreement.

xi. It is the mutual intention of the parties hereto that traffic enforcement details (i.e., speed traps) will generally not be conducted under the Off-Duty Service Agreement unless specifically requested by the District's designee and directed by the Sheriff's designee; provided that a Deputy may take appropriate action in connection with any observed violation of the laws of the State of Texas. This MOU shall not impact the right of the Deputies to conduct traffic enforcement activities while performing routine law enforcement services other than pursuant to the Off-Duty Service Agreement.

This MOU is executed and dated as of the 12th of April, **2017**.

PALOMA LAKE MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Dallas Kelley-Kerr, Board President

WILLIAMSON COUNTY SHERIFF

By: _____
Sheriff

STATE OF TEXAS	§	**STANDARD AGREEMENT WITH**
	§	**LOCAL GOVERNMENTAL ENTITY**
	§	**REGARDING OFF-DUTY**
	§	**CONTRACTING OF COUNTY**
COUNTY OF WILLIAMSON	§	**SHERIFF DEPUTIES**

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County SHERIFF'S Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE"). This AGREEMENT amends and restates the Standard Agreement with Local Governmental Entity Regarding Off-Duty Contracting of County Sheriff Deputies between the parties dated effective as of December 1, 2016 (the "PRIOR AGREEMENT") Upon full execution of this AGREEMENT, the PRIOR AGREEMENT will be of no further force or effect.

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (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 LGE, 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 cannot enforce "district policies" or "house rules" of the District. The DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. ***LGE expressly acknowledges and agrees that such DEPUTIES are at all times working for LGE when performing services for the LGE.***

2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, 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 performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a

company authorized to do business in the State of Texas or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool 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 OR COVERED PARTY UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on the date of full execution hereof and shall terminate on September 30, 2017, and will have two additional one (1) year automatic renewals. The AGREEMENT will automatically renew on October 1, 2017, October 1, 2018. It must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY 2020.

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.

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 LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of $8.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's Area; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.

8. LGE agrees to log and maintain records of 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. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.

COUNTY: Williamson County Auditor's Office

Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay deputies directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.

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.

LGE:

Name of LGE: Paloma Lake Municipal Utility District No. 1
Signature: _____
Printed Name: Dallas Kelley-Kerr
Title: President
Date: April 12, 2017
Address of Office: c/o Armbrust & Brown, PLLC
100 Congress Ave., Ste. 1300
Austin, Texas 78701

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff
Printed Name of Official: Sheriff
Signature of Official: _____
Date: 4-26-17, 2017
Address of Office: 508 Rock Street
Georgetown, Texas 78626

COUNTERPART SIGNATURE PAGE TO STANDARD AGREEMENT WITH LOCAL GOVERNMENTAL ENTITY REGARDING OFF-DUTY SERVICES OF COUNTY DEPUTIES.

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR CONFIRMATION OF BUDGETARY AUTHORIZATION RELATED TO USE OF VEHICLES FOR OFF-DUTY WORK

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 **16.**

Meeting Date: 05/09/2017

Discuss consider and take appropriate action on approval of the final plat for the Walsh subdivision - Pct 1

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 Walsh subdivision - Pct 1.

Background

This is a simple 2-lot subdivision located on the southeast corner of Walsh Drive and Sam Bass Road. Additional right-of-way has been dedicated along the south side of Sam Bass Road for future widening. There is no plat review fee, as this plat is 'grandfathered' under the 200 Subdivision Regulations. The preliminary plat was approved by the Commissioners Court on May 14, 2013.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Final Plat - Walsh Subdivision

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2017 09:22 AM
Form Started By: Patrick Hughes		Started On: 05/01/2017 08:58 AM
Final Approval Date: 05/02/2017		

FINAL PLAT
OF
WALSH SUBDIVISION
WILLIAMSON COUNTY, TEXAS

PLAT NOTES;

1. THE OWNER UNDERSTANDS THAT IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE CITY/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.
2. MAINTENANCE OF DRAINAGE EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
3. LOTS ARE TO BE SERVED BY BRUSHY CREEK M.U.D. FOR WATER.
4. LOTS ARE TO HAVE WASTEWATER / SEWAGE–ON SITE SEWAGE FACULTY.
5. ALL DRIVEWAYS SHALL INCLUDE AN 18" CULVERT FOR DRAINAGE PURPOSES.
6. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUT FIRST SUBMITTING A CERTIFICATION OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINISTRATOR.
7. THE SITE IS WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
8. NO CONSTRUCTION IN THE SUBDIVISION MAY BE BEGIN UNTIL THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) HAS APPROVED THE WATER POLLUTION ABATEMENT PLAN (WPAP) IN WRITING.
9. ON–SITE SEWAGE FACILITIES MUST BE DESIGNED BY A REGEISTERED PROFESSIONAL ENGINEER OR REGISTERED SANITARIAN.

I, EDWARD RUMSEY, 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.

DATE 4-26-17

EDWARD RUMSEY RPLS # 5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78759
(512)249–8149

STATE OF TEXAS REGISTERED EDWARD RUMSEY 5729 PROFESSIONAL LAND SURVEYOR

OWNER'S CERTIFICATION
STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §
§

THAT KEITH MAXWELL, CO–OWNER OF THAT CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN DOCUMENT NO. 9645277, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS DO HEREBY JOIN, APPROVE. AND CONSENT TO ALL DEDICATIONS AND PLAT NOTE REQUIREMENTS SHOWN HEREON. I DO HEREBY APPROVE THE RECORDATION OF THIS SUBDIVISION PLAT AND DEDICATE TO THE PUBLIC USE FOREVER ANY EASEMENTS AND ROADS THAT ARE SHOWN HEREON. THIS SUBDIVISION IS TO BE KNOWN AS WALSH SUBDIVISION. I UNDERSTAND THAT IT IS MY RESPONSIBILITY AS OWNER. NOT THE COUNTY'S RESPONSIBILITY. TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE. FEDERAL. AND LOCAL LAWS AND REGULATIONS RELATING TO THE ENDANGERED SPECIES ACT, STATE AQUIFER REGULATIONS, AND MUNICIPAL WATERSHED ORDINANCES.

KEITH MAXWELL
2409 WALSH DRIVE
ROUND ROCK, TEXAS

DATE: 4/26/2017

BEFORE ME. THE UNDERSIGNED AUTHORITY, ON THIS 26 DAY OF April 2017, 2017, PERSONALLY APPEARED KEITH MAXWELL KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS THE OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Tracy Lynn Haller
PRINTED NAME OF NOTARY AND NOTARY STAMP

11/16/2019
DATE NOTARY COMMISSION EXPIRES

TRACY LYNN HALLER
My Notary ID # 11665708
Expires November 16, 2019

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

OWNERS RESPONSIBILITY:

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.

LIEN FREE RIGHT OF WAY:
ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.

MAIL BOXES:

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

WILLIAMSON COUNTY 911 ADDRESSING:
ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED
THIS DAY 21st OF April, 2017 A.D.

WILLIAMSON COUNTY ADDRESS COORDINATOR

"BASED UPON THE ABOVE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE SURVEY AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS BLUE LINE (SURVEY) 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 BLUE LINE (SURVEY) AND THE DOCUMENTS ASSOCIATED WITH IT."

Deborah L. Marlow, RS 4/26/2017
DEBORAH L. MARLOW, RS, OSD029596 DATE
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

COUNTY JUDGE'S APPROVAL:

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

I, DAN A. GATTIS, SR., 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. SR. COUNTY JUDGE DATE APPROVED DATE SIGNED 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 PLAT RECORDS OF SAID COUNTY IN CABINET _____, SLIDE(S) _____.

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.

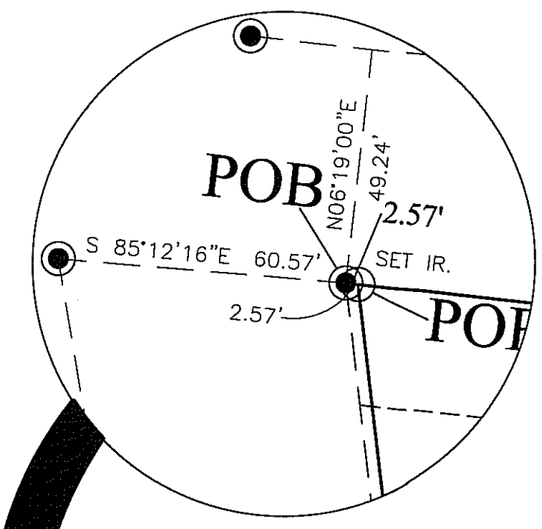
NANCY RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:_____DEPUTY

ROAD NAME AND ADDRESS ASSIGNMENT VERIFIED THIS THE _____ DAY OF _____, 2017.

_____
WILLIAMSON COUNTY ADDRESS COORDINATOR

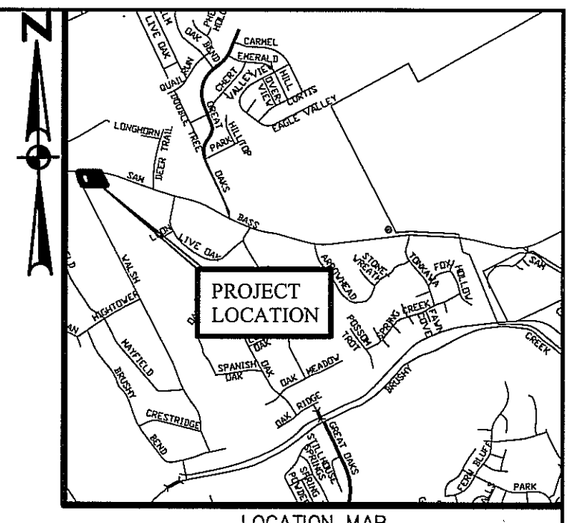
FINAL PLAT
OF
WALSH SUBDIVISION
WILLIAMSON COUNTY, TEXAS



DETAIL: 1
SCALE: 1"=30'

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
1 inch = 50 ft.

LEGEND
- O I.R.S. = IRON ROD SET
- ◉ I.R.F. = IRON ROD FOUND
- ( ) = RECORD INFORMATION
- B.L. = BUILDING LINE
- P.U.E. = PUBLIC UTILITY EASEMENT



LOCATION MAP
NOT TO SCALE

0.122 ACRES DEDICATED
FOR FUTURE ROW

N 83°39'43" E, 982.79'

SAM BASS ROAD
(R.O.W. VARIES)

S 82°38'47"E 135.22'

N 21°17'19"W 55.56'

S06°19'00"W 49.24'

N16°25'43"E 49.18'

N 62°25'59"W 134.72'

S 82°45'26"E 100.83'

45.78'

N 10168857.7853
E 3110316.8905

237.63'

S 83°41'00"E 215.88'

S 11°07'42"E 10.53'

S 76°48'57"E 257.11'
R = 1865.46'
A = 257.31'

SET IR.

25' BUILDING SET BACK

N 10168907.9652
E 3109863.5799

N06°51'20"W 175.10'

(FRONT BUILDING SETBACK 50.0')

DAVID HUFF
3.158 ACRES
VOLUME 670, PAGE 555

0.024 ACRES DEDICATED FOR FUTURE ROW

WALSH DRIVE

N 08°46'09"W 194.89'

FLOOD ZONE "X"

FLOOD ZONE "A"

S 74°48'34"E 49.95'

N 19°44'58"W 103.10'

163.13'

SET IR.

(SIDE BUILDING SETBACK 25.0')

N 19°52'51"W 136.62'

123.65'

N 11°07'42"W 284.22'

S 20°41'26"E 269.43'

LOT 1
1.423
ACRES

LOT 2
1.588
ACRES

PROPOSED 7.5' WL. ESMT.

206.75'

292.41'

N 10168562.9027
E 3110428.2612

5.57'

S 83°44'01"E 55.73'

SET IR.

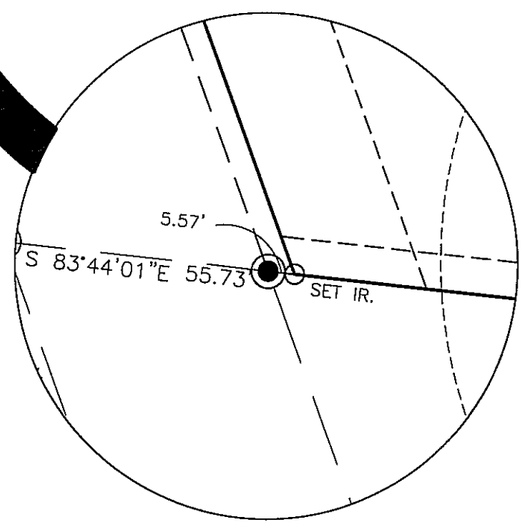
5.57'

N 83°45'05"W 499.16'

N 10168617.8391
E 3109926.5302

N 19°51'44"W 106.67'

RAY AND CLARE ASBERY
DOC # 2010057213
LOT 1
BRUSHY BEND PARK
CAB B SLIDE 311-315



DETAIL: 1
SCALE: 1"=30'

OWNER: KEITH MAXWELL AND
DRU NELL MAXWELL
2409 WALSH DRIVE
ROUND ROCK, TEXAS
(512) 415–6210

ACREAGE: GROSS 3.157
LOT 1 1.423 ACRES
LOT 2 1.588 ACRES
ROW 0.146 ACRES
==========
TOTAL: 3.157 ACRES

NUMBER OF LOTS: 2

LINEAR FEET OF NEW STREETS: NONE

DATE: SUBMITTAL, JANURARY 28, 2013

SURVEYOR: ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78759
(512)249–8149

BENCHMARK: VERTICAL DATUM IS REFERENCED TO THE CITY OF ROUND ROCK'S GPS CONTROL NETWORK MONUMENT NO. 01–015 ELEVATION = 718.9330 NAVD 88 (GEOID99).

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. 48491C0490E, EFFECTIVE DATE SEPTEMBER 26, 2008, FROM WILLIAMSON COUNTY TEXAS.

2. NO STRUCTURE OR LAND ON THIS PLAT SHALL HEREAFTER BE LOCATED OR ALTERED WITHOUTH FIRST SUBMITTING A CERTIFICATE OF COMPLIANCE TO THE WILLIAMSON COUNTY FLOOD PLAIN ADMINSTRATOR.

METES AND BOUNDS

BEING A 3.157 ACRES OF LAND, OUT OF THE JOHN H. DILLARD SURVEY, ABSTRACT NUMBER 170, WILLIAMSON COUNTY, TEXAS, SAME BEING ALL THAT CERTAIN DANNY AND DRU MAXWELL 3.158 ACRE TRACT RECORDED IN DOCUMENT NUMBER 9645277, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, SAID 3.157 ACRES OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF SAM BASS ROAD AND THE EASTERLY RIGHT-OF-WAY LINE OF WALSH DRIVE, SAME BEING THE NORTHWEST CORNER OF THE SAID 3.158 ACRE TRACT;

THENCE SOUTH 83 DEGREES 41 MINUTES 00 SECONDS EAST, ALONG SAID SAM BASS ROAD AND THE NORTH LINE OF THE SAID 3.158 ACRE TRACT, A DISTANCE OF 2.57 FEET TO AN IRON ROD SET IN THE NORTH LINE OF THE SAID 3.158 ACRE TRACT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE SOUTH 83 DEGREES 41 MINUTES 00 SECONDS EAST, ALONG THE SAID SAM BASS ROAD AND THE NORTH LINE OF THE SAID 3.158 ACRE TRACT, A DISTANCE OF 215.88 FEET TO AN IRON ROD SET ON THE NORTHERLY RIGHT-OF-WAY OF SAM BASS ROAD;

THENCE SOUTH 11 DEGREES 07 MINUTES 42 SECONDS EAST, ACROSS THE SAID 3.158 ACRE TRACT, A DISTANCE OF 10.53 FEET TO AN IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1865.46 FEET, AN ARC LENGTH OF 257.31 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 48 MINUTES 57 SECONDS EAST, TO AN IRON ROD SET ON THE EAST LINE OF THE SAID 3.158 ACRE TRACT, SAME BEING ON THE WEST LINE OF THAT CERTAIN DAVID HUFF 28.27 ACRE TRACT RECORDED IN VOLUME 670, PAGE 555, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 20 DEGREES 41 MINUTES 26 SECONDS EAST, ALONG THE WEST LINE OF THE SAID 28.27 ACRE TRACT AND THE EAST LINE OF THE SAID 3.158 ACRE TRACT, A DISTANCE OF 269.43 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, BRUSHY BEND PARK, A SUBDIVISION RECORDED IN CABINET B, SLIDE 311, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, SAME BEING THE SOUTHEAST CORNER OF THE SAID 3.158 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 83 DEGREES 45 MINUTES 05 SECONDS WEST, ALONG THE NORTH LINE OF THE SAID LOT 1 AND THE SOUTH LINE OF THE SAID 3.158 ACRE TRACT, A DISTANCE OF 499.16 FEET TO AN IRON ROD SET ON THE NORTH LINE OF THE SAID LOT 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 19 DEGREES 52 MINUTES 51 SECONDS WEST, ACROSS THE SAID 3.158 ACRE TRACT, A DISTANCE OF 136.62 FEET TO AN IRON ROD SET FOR A BEND IN THE LINE;
THENCE NORTH 06 DEGREES 51 MINUTES 20 SECONDS WEST, ACROSS THE SAID 3.158 ACRE TRACT A DISTANCE OF 163.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.157 ACRES MORE OR LESS.

Commissioners Court - Regular Session **17.**

Meeting Date: 05/09/2017

Discuss consider, and take appropriate action on approval of the revised plat for the Star Ranch Section 4 Block A Subdivision - Pct 4

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 the Star Ranch Section 4 Block A Subdivision - Pct 4.

Background

This is a replat of the previously-platted lots into four reconfigured lots as shown on the plat. It lies partially in Williamson County and partially in Travis County; thus, it will need to be approved by Travis County, as well. This replat was approved by the City of Hutto on April 6, 2017. It was pulled from the February 28, 2017 Commissioners Court agenda as it had not yet been approved by the City of Hutto.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Replat - Star Ranch Sec 4 Blk A Lots 1-4

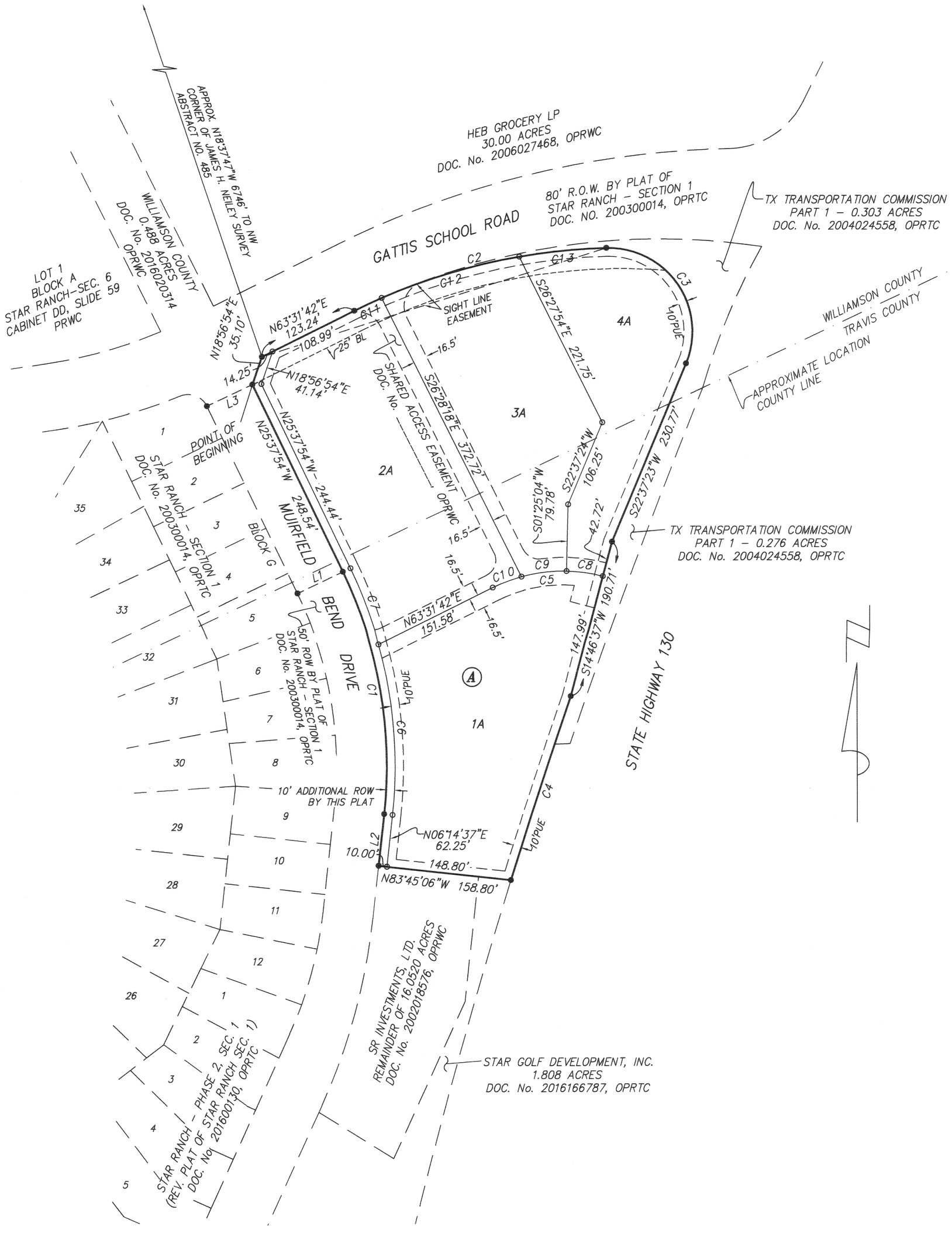
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:38 AM
Form Started By: Patrick Hughes		Started On: 05/01/2017 09:59 AM
Final Approval Date: 05/03/2017		

AMENDED PLAT OF BLOCK A, STAR RANCH SECTION 4

GENERAL NOTES:

1. NO BUILDING, FENCING, LANDSCAPING OR STRUCTURES ARE ALLOWED WITHIN ANY DRAINAGE EASEMENT UNLESS EXPRESSLY PERMITTED BY THE CITY OF HUTTO, TRAVIS COUNTY AND WILLIAMSON COUNTY WATER, SEWER, IRRIGATION, AND DRAINAGE DISTRICT No. 3 (WCWSIDD No. 3).
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO PUBLIC WATER AND WASTEWATER UTILITIES.
3. STREET LIGHTING SHALL BE PROVIDED BY THE DEVELOPER.
4. ELECTRIC PROVIDER FOR THIS DEVELOPMENT: ONCOR.
5. THERE ARE NO AREAS WITHIN THE BOUNDARIES OF THIS SUBDIVISION IN THE 100 YEAR FLOODPLAIN AS DEFINED BY TRAVIS COUNTY FIRM MAP No. 48453C0280J (REVISED AUGUST 18, 2014) AND WILLIAMSON COUNTY FIRM MAP No. 48491C0515E (REVISED SEPTEMBER 26, 2008).
6. WATER AND WASTEWATER WILL BE PROVIDED BY WCWSIDD No. 3.
7. IN ORDER TO PROMOTE DRAINAGE AWAY FROM THE STRUCTURE, THE SLAB ELEVATION SHOULD BE BUILT AT LEAST ONE-FOOT ABOVE THE SURROUNDING GROUND, AND THE GROUND SHOULD BE GRADED AWAY FROM THE STRUCTURE AT A SLOPE OF 1/2" PER FOOT FOR A DISTANCE OF AT LEAST 10 FEET.
8. WCWSIDD No. 3 WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL DRAINAGE EASEMENTS.
9. ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO NON-RESIDENTIAL USES.
10. THE PROPERTY OWNER AND/OR HIS/HER ASSIGNS SHALL PROVIDE FOR ACCESS TO THE DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY TRAVIS COUNTY AND WCWSIDD No. 3 FOR INSPECTION OR MAINTENANCE OF SAID EASEMENTS.
11. BEFORE BEGINNING CONSTRUCTION ACTIVITIES ON A SUBDIVISION LOT, THE OWNER MUST OBTAIN A TRAVIS COUNTY DEVELOPMENT PERMIT AND WHEN APPLICABLE, IMPLEMENT A STORM WATER WATER POLLUTION PREVENTION PLAN (SWP3). THE SWP3 REQUIRES IMPLEMENTATION OF TEMPORARY AND PERMANENT BEST MANAGEMENT PRACTICES, INCLUDING EROSION AND SEDIMENTATION CONTROLS, FOR PROTECTION OF STORM WATER RUNOFF QUALITY, IN ACCORDANCE WITH THE TRAVIS COUNTY CODE.
12. ACCESS TO GATTIS SCHOOL ROAD, MUIRFIELD BEND DRIVE AND STATE HIGHWAY 130 SERVICE ROAD FROM LOTS 1A, 2A, 3A 4A & 5A, BLOCK A, IS RESTRICTED TO ONE JOINT USE DRIVEWAY ON EACH ROAD AND SUBJECT TO THE RECIPROCAL ACCESS AGREEMENT RECORDED IN DOCUMENT NUMBER 2007057844, IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
13. THIS SUBDIVISION IS SUBJECT TO THE CONDITIONS, COVENANTS AND RESTRICTIONS AS RECORDED IN DOCUMENT NUMBER 2003030745 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.
14. WITHIN A SIGHT LINE EASEMENT, ANY OBSTRUCTION OF SIGHT DISTANCE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS OR OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED AT THE OWNER'S EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITH THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION.
15. SIDEWALKS SHALL BE CONSTRUCTED ON STREETS BOUNDING THE SUBDIVISION. ALL SIDEWALKS ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS. NEWLY CONSTRUCTED SIDEWALKS WILL BE 5 FEET WIDE.
16. ALL DEVELOPMENT SHALL CONFORM TO THE APPLICABLE DEVELOPMENT AGREEMENT.
17. A SHARED ACCESS EASEMENT ALONG THE FRONT OF EACH LOT WILL BE PROVIDED AT THE TIME OF SITE PLAN SUBMITTAL.
18. SHARED ACCESS EASEMENT WILL BE MAINTAINED BY THE OWNER(S) OF EACH LOT.
19. THIS SUBDIVISION IS SUBJECT TO ALL APPLICABLE RECORDED EASEMENTS AND RESTRICTIONS AND AS SET FORTH IN THE ORIGINAL PLAT OF STAR RANCH SECTION 4, RECORDED IN CABINET DD, SLIDES 149 AND 150 OF THE PLAT PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
20. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
21. 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.
22. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
23. 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.
24. RIGHT-OF-WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY. THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING EASEMENT FOR THE CONSTRUCTION, IMPROVEMENT OR MAINTENANCE OF THE ADJACENT ROAD.
25. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, ITS OFFICERS, AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	297.68'	535.00'	31°52'48"	N09°41'30"W	293.86'
C2	312.35'	715.00'	25°01'47"	S76°02'20"W	309.87'
C3	199.09'	100.00'	114°04'10"	N34°24'42"W	167.80'
C4	231.36'	7694.44'	1°43'22"	S18°04'27"W	231.35'
C5	134.89'	187.33'	41°15'21"	S84°09'22"W	131.99'
C6	205.83'	545.00'	21°38'19"	N04°34'33"W	204.61'
C7	97.40'	547.99'	10°11'03"	N20°30'04"W	97.28'
C8	43.70'	187.33'	13°21'59"	N81°53'57"W	43.60'
C9	54.45'	187.33'	16°39'14"	S83°05'27"W	54.26'
C10	36.73'	187.33'	11°14'08"	S69°08'46"W	36.68'
C11	36.10'	715.00'	2°53'34"	S64°58'13"W	36.10'
C12	171.67'	715.00'	13°45'23"	S73°17'42"W	171.26'
C13	104.58'	715.00'	8°22'50"	S84°21'49"W	104.49'

LOT AREA TABLE:

1A	1.527 AC
2A	1.498 AC
3A	1.235 AC
4A	0.932 AC
10' ADD. ROW	0.149 AC
TOTAL	5.341 AC

LEGEND:

●	= FOUND 1/2" IRON ROD
o	= SET 1/2" IRON ROD WITH RJ SURVEYING CAP
PRWC	= PLAT RECORDS OF WILLIAMSON COUNTY
OPRWC	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
OPRTC	= OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
AC	= ACRES
ROW	= RIGHT-OF-WAY
BL	= BUILDING SETBACK LINE

LINE TABLE		
LINE	BEARING	LENGTH
L1	N64°22'10"E	59.99'
L2	N06°14'54"E	62.24'
L3	N64°46'32"E	60.02'

OWNER & DEVELOPER:

TIM TIMMERMAN
SR INVESTMENTS, LTD., A TEXAS LIMITED PARTNERSHIP
2490 FM 685
HUTTO, TRAVIS COUNTY, TEXAS 78634

AREA OF PLAT: 5.341 ACRES

4 COMMERCIAL LOTS
1 BLOCK

DATE: JAN. 30, 2017 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

1484

AMENDED PLAT OF BLOCK A, STAR RANCH SECTION 4

DESCRIPTION:

THAT PART OF THE JAMES NEILEY SURVEY, ABSTRACT NO. 591 IN WILLIAMSON AND TRAVIS COUNTY, TEXAS, BEING ALL OF LOTS 1 THROUGH 4, BLOCK A, STAR RANCH SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET DD, SLIDE 149 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND DOCUMENT No. 200700096 OF THE OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF STATE HIGHWAY 130 FOR THE SOUTHEAST CORNER OF SAID LOT 4, SAME BEING THE SOUTHEAST CORNER OF SAID BLOCK A;

THENCE N.83°45'06"W. WITH THE SOUTH LINE OF SAID BLOCK A, A DISTANCE OF 158.80 FEET TO A 1/2" IRON ROD FOUND IN THE EAST LINE OF MUIRFIELD BEND DRIVE FOR THE SOUTHWEST CORNER OF SAID LOT 4, SAME BEING THE SOUTHWEST CORNER OF SAID BLOCK A;

THENCE WITH THE WEST LINE OF SAID BLOCK A AND THE EAST LINE OF SAID MUIRFIELD BEND DRIVE THE FOLLOWING FOUR (4) COURSES:

1. N.06°14'54"E. A DISTANCE OF 62.24 FEET TO AT 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT;
2. NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 297.68 FEET, SAID CURVE HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 31°52'48", AND A CHORD BEARING N.09°41'30"W., 293.86 FEET TO A FOUND 1/2" IRON ROD;
3. N.25°37'54"W. A DISTANCE OF 248.54 FEET TO A FOUND 1/2" IRON ROD;
4. N.18°56'54"E. A DISTANCE OF 35.10 FEET TO A 1/2" IRON ROD FOUND IN THE SOUTH LINE OF GATTIS SCHOOL ROAD FOR THE NORTHWEST CORNER OF SAID LOT 1, SAME BEING THE NORTHWEST CORNER OF SAID BLOCK A;

THENCE WITH THE NORTH LINE OF SAID BLOCK A AND THE SOUTH LINE OF SAID GATTIS SCHOOL ROAD THE FOLLOWING THREE (3) COURSES:

1. N.63°31'42"E. A DISTANCE OF 123.24 FEET TO A 1/2" IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT;
2. EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 312.35 FEET, SAID CURVE HAVING A RADIUS OF 715.00 FEET, A CENTRAL ANGLE OF 25°01'47", AND A CHORD BEARING N.76°02'20"E., 309.87 FEET TO A 1/2" IRON FOUND AT THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT;
3. SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 199.09 FEET, SAID CURVE HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 114°04'10", AND A CHORD BEARING S.34°24'42"E., 167.80 FEET TO A 1/2" IRON ROD FOUND IN THE WEST LINE OF SAID STATE HIGHWAY 130 FOR THE EAST CORNER OF SAID LOT 2, SAME BEING THE EAST CORNER OF SAID BLOCK A;

THENCE WITH THE EAST LINE OF SAID BLOCK A, SAME BEING THE WEST LINE OF SAID STATE HIGHWAY 130 THE FOLLOWING THREE (3) COURSES:

1. S.22°37'23"W. A DISTANCE OF 230.77 FEET TO A FOUND 1/2" IRON ROD;
2. S.14°46'37"W. A DISTANCE OF 190.71 FEET TO A 12" IRON ROD FOUND AT A POINT ON A NON-TANGENT CURVE TO THE LEFT;
3. SOUTHERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 231.36 FEET, SAID CURVE HAVING A RADIUS OF 7,694.44 FEET, A CENTRAL ANGLE OF 01°43'22", AND A CHORD BEARING S.18°04'27"W., 231.35 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.341 ACRES, MORE OR LESS.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBERS 48491C0515E AND 48491C0675E, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.

NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) PANEL NUMBERS 48453C0280J AND 48453C0140H, EFFECTIVE DATE SEPTEMBER 26, 2008, FOR TRAVIS COUNTY, TEXAS.

I, R. BRENT JONES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

R. Brent Jones 4/5/17

R. BRENT JONES
LICENSED PROFESSIONAL ENGINEER No. 92671
STATE OF TEXAS

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

THAT I, J. KENNETH WEIGAND, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND AND THAT ALL CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION AND COMPLIES WITH CHAPTER 82 TRAVIS COUNTY SUBDIVISION ORDINANCE.

John K. Weigand 4/4/2017

J. KENNETH WEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

OWNER'S CERTIFICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF TRAVIS

THAT STAR GOLF DEVELOPMENT, INC., ACTING BY AND THROUGH TIM TIMMERMAN, BEING THE OWNER OF A TRACT OF LAND OUT OF THE JAMES NEILEY SURVEY, ABSTRACT No. 591, DESCRIBED AS LOTS 1 THROUGH 4, BLOCK A, STAR RANCH, SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET DD, SLIDES 149-150 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS AND IN DOCUMENT NO. 200700096 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, CONVEYED TO IT BY ASSUMPTION WARRANTY DEED RECORDED IN DOCUMENT No. 2017028228 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTERS 212 AND 232.009 OF THE TEXAS LOCAL GOVERNMENT CODE, THE OWNER DOES HEREBY SUBDIVIDE 5.341 ACRES TO BE KNOWN AS "AMENDED PLAT OF BLOCK A, STAR RANCH SECTION 4", AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE 5th DAY OF April, 2017

BY: STAR GOLF DEVELOPMENT, INC.

TIM TIMMERMAN
2490 FM 685
HUTTO, TRAVIS COUNTY, TEXAS 78634

ACKNOWLEDGMENT:

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TIM TIMMERMAN, 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 5th DAY OF April 2017

SEAL

NOTARY PUBLIC, STATE OF TEXAS

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

ROAD NAME AND 911 ADDRESSING APPROVAL:

ROAD NAMES AND ADDRESS ASSIGNMENTS VERIFIED THIS __DAY OF _____, 2017 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR

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

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

STATE OF TEXAS

COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

I, NANCY E. RISTER, CLERK OF WILLIAMSON 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 PLAT 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, COUNTY CLERK,
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF HUTTO, THIS 12TH DAY OF April 2017.

APPROVAL
CITY OF HUTTO

THIS PLAT WAS APPROVED FOR RECORDING BY THE CITY COUNCIL ON THE 6TH DAY OF April, 2017

Doug Gaul 4-17-17 _____ 4-17-17

MAYOR, CITY OF HUTTO DATE CITY SECRETARY DATE
DOUG GAUL SETH GIPSON

COMMISSIONERS COURT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND / OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING UPON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY, STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____ 20_____ A. D.. THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF THE SAID COURT.

WITNESS MY HAND AND SEAL OF THE OFFICE OF THE COUNTY CLERK, OF SAID COUNTY, THE ___ DAY OF _____, 20_____ A. D..

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20_____ A. D.. AT ___ O'CLOCK __ M AND DULY RECORDED ON THE ___ DAY OF _____, 20_____ A.D.. AT ___ O'CLOCK __ M., OF SAID COUNTY AND STATE IN DOCUMENT NUMBER _____ OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ___ DAY OF _____, 20___ A. D..

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

_____
DEPUTY

DATE: JAN. 30, 2017

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

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2900 JAZZ STREET, ROUND ROCK, TEXAS, 78664
(512) 836-4793 FAX: (512) 836-4817 F-10015400

Commissioners Court - Regular Session **18.**

Meeting Date: 05/09/2017

Discuss consider and take appropriate action on approval of the revised preliminary plat for the Rancho Sienna Sec 19 subdivision - Pct 3

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 preliminary plat for the Rancho Sienna Section 19 subdivision - Pct 3.

Background

This is a revision to Section 19 of the Rancho Sienna development. A portion of this section will now be developed as a condominium regime. The public roads will now terminate as shown on this plat.

Fiscal Impact

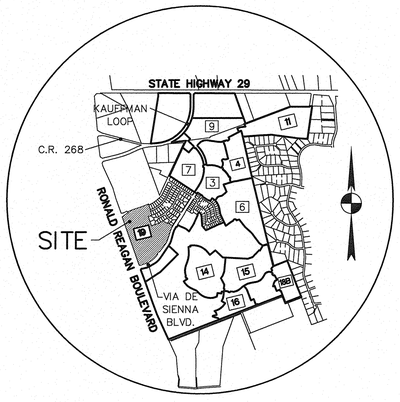
From/To	Acct No.	Description	Amount

Attachments

Revised Prelim Plat - Rancho Sienna Sec 19

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2017 09:22 AM
Form Started By: Patrick Hughes		Started On: 05/01/2017 03:07 PM
Final Approval Date: 05/02/2017		



VICINITY MAP

N.T.S.

SHEET INDEX

SHEET NO.	DESCRIPTION
01	COVER SHEET
02	PHASING PLAN
03	PRELIMINARY PLAT "A"
04	PRELIMINARY PLAT "B"
05	PRELIMINARY PLAT TABLES

REVISED PRELIMINARY PLAT

FOR

RANCHO SIENNA SECTION 19

RANCHO SIENNA SECTION 19

OWNER: NASH RANCHO HILLS, LLC
13809 RESEARCH BOULEVARD, SUITE 475
AUSTIN, TEXAS 78750
512-244-6667

ENGINEER: STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
512-328-0011

RANCHO SIENNA 19 LOT SUMMARY

	TOTAL ACREAGE	TOTAL LOTS	SINGLE FAMILY	ACREAGE	OPEN SPACE	ACREAGE	CONDO	ACREAGE	ROW RESERVE	ACREAGE
BLOCK A	37.32 AC	25	21	5.74 AC	2	3.06 AC	1	27.69 AC	1	0.83 AC

FLOODPLAIN INFORMATION:

NO LOTS WITHIN THIS SUBDIVISION ARE ENCROACHED BY A SPECIAL FLOOD HAZARD AREA INUNDATED BY THE 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAPS 48491C0275E AND 48491C0455E DATED SEPTEMBER 26, 2008.

LEGAL DESCRIPTION:

37.32 ACRE TRACT OR PARCEL OF LAND, OUT OF THE GREENLEAF FISK A-5 SURVEY, SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE CERTAIN TRACT OF LAND CONVEYED TO NASH RANCHO HILLS, LLC BY DEED OF RECORD IN DOCUMENT NO. 2013060667 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

ADDRESS : VIA DE SIENNA BLVD.

SUBMITTAL DATE : FEBRUARY 2017

SUBMITTED BY : 05/01/17
DATE

JOHN A. PICKENS, P.E.
STANTEC CONSULTING SERVICES, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

PLAN SUBMITTALS:

NO.	DATE	COMMENTS

STANTEC CONSULTING SERVICES, INC.
QA/QC REVIEW APPROVAL

DATE

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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I, JOHN A. PICKENS, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

FILE: V:\2220\active\222010744\civil\drawing\10744CVR01.dwg

SHEET 01 OF 5

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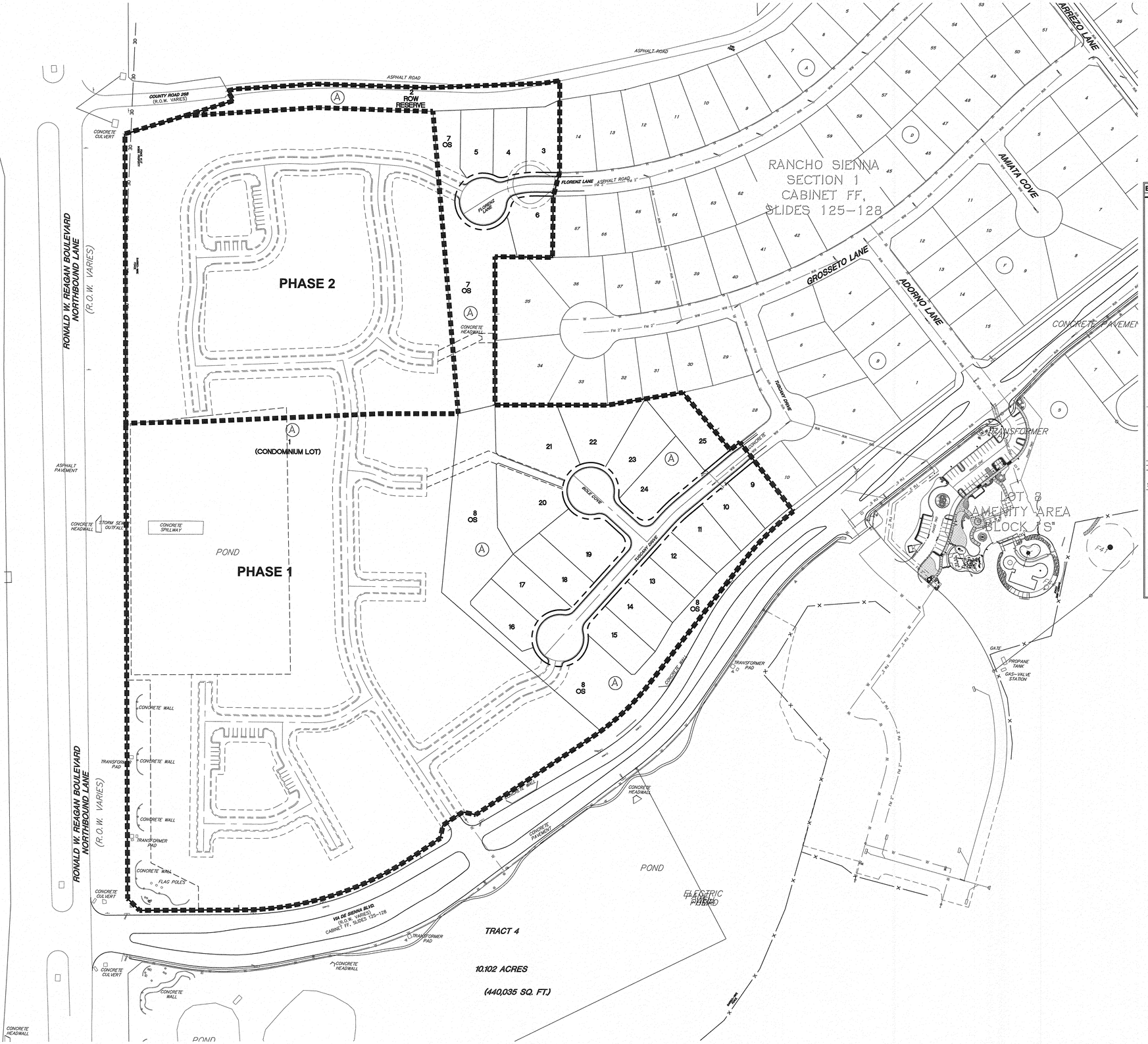

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(XXX)		PROPERTY LINE / (R.O.W.) LINE RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
		WATER LINE MARKER
CMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UGTM		UNDERGROUND TELEPHONE MARKER
GRSR		GAS RISER
TRSR		TELEPHONE RISER
		SPRINKLER CONTROL BOX
	SW	SWITCH GEAR & PAD
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
OE	OE	OVERHEAD ELECTRIC
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		WIRE FENCE
		WOOD FENCE
		CHAIN LINK FENCE
	D	DUMPSTER
		CURB & GUTTER
		EDGE OF PAVEMENT
		FIRE LANE DESIGNATION
		HANDICAP ACCESS ROUTE
		CONCRETE SIDEWALKS
		WALL
		SIGN
		WHEELSTOP
		BOLLARD
	FFE	FINISH FLOOR ELEVATION
	R 9.0'	PARKING COUNT (REGULAR SPACES)
	HC 9.0'	PARKING COUNT (HANDICAP SPACES)
	P 9.0'	PARKING COUNT (PARALLEL SPACES)
HC		HANDICAP SPACE
		BIKE PARKING
		BARRICADE

APPROVAL | REVISION | NO. | DATE

Stantec
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Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER
1/20/17

PHASING PLAN

RANCHO SIENNA SECTION 19
VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY: PSD
DESIGNED BY: JAP
QA / QC: JAI
PROJECT NO.: 222010744

SHEET 02 OF 5

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60 0 30 60 120

1" = 60'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE / (R.O.W.) LINE
(XXX)		RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
		WATER LINE MARKER
CMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UTMK		UNDERGROUND TELEPHONE MARKER
GRSR		GAS RISER
TRSR		TELEPHONE RISER
SPC		SPRINKLER CONTROL BOX
	SW	SWITCH GEAR & PAD
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCB	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
OE	OE	OVERHEAD ELECTRIC
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		WIRE FENCE
		WOOD FENCE
		CHAIN LINK FENCE
	D	DUMPSTER
		CURB & GUTTER
		EDGE OF PAVEMENT
		FIRE LANE DESIGNATION
		HANDICAP ACCESS ROUTE
		CONCRETE SIDEWALKS
		WALL
		SIGN
		WHEELSTOP
		BOLLARD
	FFE	FINISH FLOOR ELEVATION
(R)	R 9.0'	PARKING COUNT (REGULAR SPACES)
(HC)	HC 9.0'	PARKING COUNT (HANDICAP SPACES)
(P)	P 9.0'	PARKING COUNT (PARALLEL SPACES)
(VA)		HANDICAP SPACE
	RIGHT	BIKE PARKING
		BARRICADE

NO.	REVISION	DATE	APPROVAL

Stantec
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Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED PROFESSIONAL ENGINEER
5/01/17

PRELIMINARY PLAT "A"

RANCHO SIENNA SECTION 19
VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY:	PSD
DESIGNED BY:	JAP
QA / QC:	JAI
PROJECT NO.:	222010744

SHEET 03 OF 5

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1" = 60'

1 (CONDOMINIUM LOT)

POND

TRACT 4
10.102 ACRES

RONALD W. REAGAN BOULEVARD
NORTHBOUND LANE
(R.O.W. VARIES)

VIA DE SIENNA BLVD.
(R.O.W. VARIES)
CABINET PF, SLIDES 125-128

TUSCANY DRIVE

BOLE COVE

TUSCANY DRIVE

LEGEND

EXISTING	PROPOSED	DESCRIPTION
(XXX)		PROPERTY LINE / (R.O.W.) LINE RECORD INFORMATION
		LIGHT POLE
		GROUND LIGHT
		POWER POLE
		DOWN GUY
TMH		TELEPHONE MANHOLE
WTRMH		WATER MANHOLE
		WATER LINE MARKER
CMKR		UNDERGROUND CABLE MARKER
GMKR		UNDERGROUND GAS LINE MARKER
UETM		UNDERGROUND TELEPHONE MARKER
GSER		GAS RISER
TRSR		TELEPHONE RISER
SPCI		SPRINKLER CONTROL BOX
	SW	SWITCH GEAR & PAD
	T	TRANSFORMER (SIZE VARIES)
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		WATER METER VAULT (SIZE VARIES)
		CABLE TV RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
TCBX	TCB	TRAFFIC CONTROL BOX
TSP	TSP	TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET (SIZE VARIES)
		GREASE TRAP (SIZE VARIES)
OE	OE	OVERHEAD ELECTRIC
EMH		ELECTRIC MANHOLE (SIZE VARIES)
WWMH		WASTEWATER MANHOLE (SIZE VARIES)
SSMH		STORMSEWER MANHOLE (SIZE VARIES)
TMH	TMH	TELEPHONE MANHOLE (SIZE VARIES)
CO	CO	WASTEWATER CLEANOUT
		WIRE FENCE
		WOOD FENCE
		CHAIN LINK FENCE
	D	DUMPSTER
		CURB & GUTTER
		EDGE OF PAVEMENT
		FIRE LANE DESIGNATION
		HANDICAP ACCESS ROUTE
		CONCRETE SIDEWALKS
		WALL
		SIGN
		WHEELSTOP
		BOLLARD
	FFE	FINISH FLOOR ELEVATION
23	R 9.0'	PARKING COUNT (REGULAR SPACES)
HC	HC 9.0'	PARKING COUNT (HANDICAP SPACES)
P	P 9.0'	PARKING COUNT (PARALLEL SPACES)
HC		HANDICAP SPACE
		BIKE PARKING
		BARRICADE

NO.	REVISION	DATE	APPROVAL

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Austin, Texas 78701
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STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER
5/11/17

PRELIMINARY PLAT "B"

RANCHO SIENNA SECTION 19
VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY:	PSD
DESIGNED BY:	JAP
QA / QC:	JAI
PROJECT NO.:	222010744

SHEET 04 OF 5

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PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	46.23'	325.00'	8°09'00"	46.19'	S26° 56' 42.91"W
C2	39.27'	25.00'	90°00'00"	35.36'	S67° 52' 13.10"W
C3	0.00'	20.15'	0°00'04"	0.00'	N67° 07' 44.68"W
C4	13.33'	25.00'	30°32'38"	13.17'	N51° 51' 24.36"W
C5	67.49'	60.00'	64°26'54"	63.99'	N45° 23' 08.78"W
C6	10.22'	25.00'	23°25'24"	10.15'	N24° 52' 23.53"W
C7	55.74'	60.00'	53°13'57"	53.76'	S75° 46' 25.71"W
C8	49.74'	60.00'	47°29'37"	48.32'	S25° 24' 38.59"W
C9	47.74'	60.00'	45°35'21"	46.49'	S35° 36' 29.70"E
C10	65.65'	60.00'	62°41'42"	62.43'	S89° 45' 01.17"E
C11	23.55'	25.00'	53°58'04"	22.69'	N85° 53' 09.98"E
C12	39.27'	25.00'	90°00'00"	35.36'	S22° 07' 46.90"E
C13	3.47'	25.00'	7°56'41"	3.46'	S26° 50' 33.57"W
C14	61.24'	60.00'	58°28'37"	58.61'	S47° 35' 59.76"W
C15	20.08'	25.00'	46°01'24"	19.55'	S53° 49' 36.18"W
C16	59.38'	60.00'	56°42'25"	56.99'	S09° 59' 31.14"E
C17	5.80'	60.00'	5°32'11"	5.80'	N28° 19' 46.45"W
C18	23.55'	25.00'	53°58'05"	22.69'	N04° 06' 49.52"W
C19	39.12'	275.00'	8°09'00"	39.08'	N26° 56' 42.91"E
C20	15.16'	60.00'	14°28'39"	15.12'	S05° 34' 29.67"E

PARCEL CURVE DATA					
CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C21	175.11'	60.00'	167°12'57"	119.25'	N58° 02' 47.88"E
C22	150.43'	590.00'	14°36'29"	150.02'	S25° 43' 17.84"W
C23	143.89'	510.00'	16°09'53"	143.41'	S26° 28' 59.04"W
C24	212.73'	60.00'	203°08'48"	117.56'	S65° 53' 09.54"E
C25	21.90'	60.00'	20°54'30"	21.77'	N02° 05' 11.36"E
C26	29.32'	25.00'	67°11'45"	27.67'	N25° 13' 48.83"E
C27	34.35'	155.00'	12°41'49"	34.28'	N65° 10' 35.84"E
C28	22.06'	205.00'	6°09'59"	22.05'	S68° 26' 30.48"W
C29	45.23'	205.00'	12°38'29"	45.14'	S59° 02' 16.29"W
C30	19.83'	25.00'	45°26'26"	19.31'	S75° 26' 14.90"W
C31	7.25'	60.00'	6°55'30"	7.25'	N85° 18' 17.22"W
C32	58.17'	60.00'	55°32'43"	55.92'	S63° 27' 35.99"W
C33	384.24'	659.98'	33°21'26"	378.83'	S53° 52' 16.09"W
C34	23.23'	510.00'	2°36'35"	23.23'	S35° 52' 13.23"W
C55	26.11'	750.00'	1°59'41"	26.11'	S32° 01' 03.22"W
C56	42.67'	300.00'	8°09'00"	42.64'	S26° 56' 42.91"W

BLOCK A		
LOT #	AREA (SF)	AREA (AC)
1	1206292.38 SF	27.69 AC
2	36053.20 SF	0.83 AC
3	9992.01 SF	0.23 AC
4	9937.78 SF	0.23 AC
5	9570.61 SF	0.22 AC
6	11189.69 SF	0.26 AC
7	50878.48 SF	1.17 AC
8	82300.08 SF	1.89 AC
9	9045.17 SF	0.21 AC
10	8960.00 SF	0.21 AC
11	10400.63 SF	0.24 AC
12	9100.00 SF	0.21 AC
13	9100.00 SF	0.21 AC
14	9583.65 SF	0.22 AC
15	9946.52 SF	0.23 AC
16	10339.54 SF	0.24 AC
17	10210.37 SF	0.23 AC
18	11399.65 SF	0.26 AC
19	15297.72 SF	0.35 AC
20	18085.58 SF	0.42 AC
21	20875.62 SF	0.48 AC
22	15261.02 SF	0.35 AC
23	13493.54 SF	0.31 AC
24	14912.05 SF	0.34 AC
25	12464.57 SF	0.29 AC

APPROVAL

REVISION

NO.

DATE

Stantec
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-6324 TBPLS # F-10194230
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STATE OF TEXAS
JOHN A. PICKENS
110631
LICENSED
PROFESSIONAL ENGINEER
5/14/17

PRELIMINARY PLAT TABLES

RANCHO SIENNA SECTION 19
VIA DE SIENNA BLVD.

NASH RANCHO HILLS, LLC

DRAWN BY: PSD
DESIGNED BY: JAP
QA / QC: JAI
PROJECT NO.: 222010744

SHEET
05
OF 5

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Commissioners Court - Regular Session **19.**

Meeting Date: 05/09/2017

Discuss consider and take appropriate action on approval of the revised plat for the Business Park at Brushy Creek Sec 1 subdivision - Pct 4

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 Block B Lots 1 & 2 of the the Business Park at Brushy Creek Sec 1 subdivision - Pct 4.

Background

This replat is to combine Lots 1 and 2 into a single lot (Lot 1A). The applicable plat review fee has been paid.

Fiscal Impact

From/To	Acct No.	Description	Amount

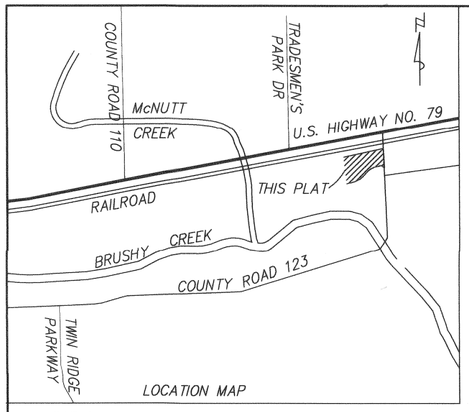
Attachments

Replat - Business Park at Brushy Creek Sec 1 Blk B Lot 1 & 2

Form Review

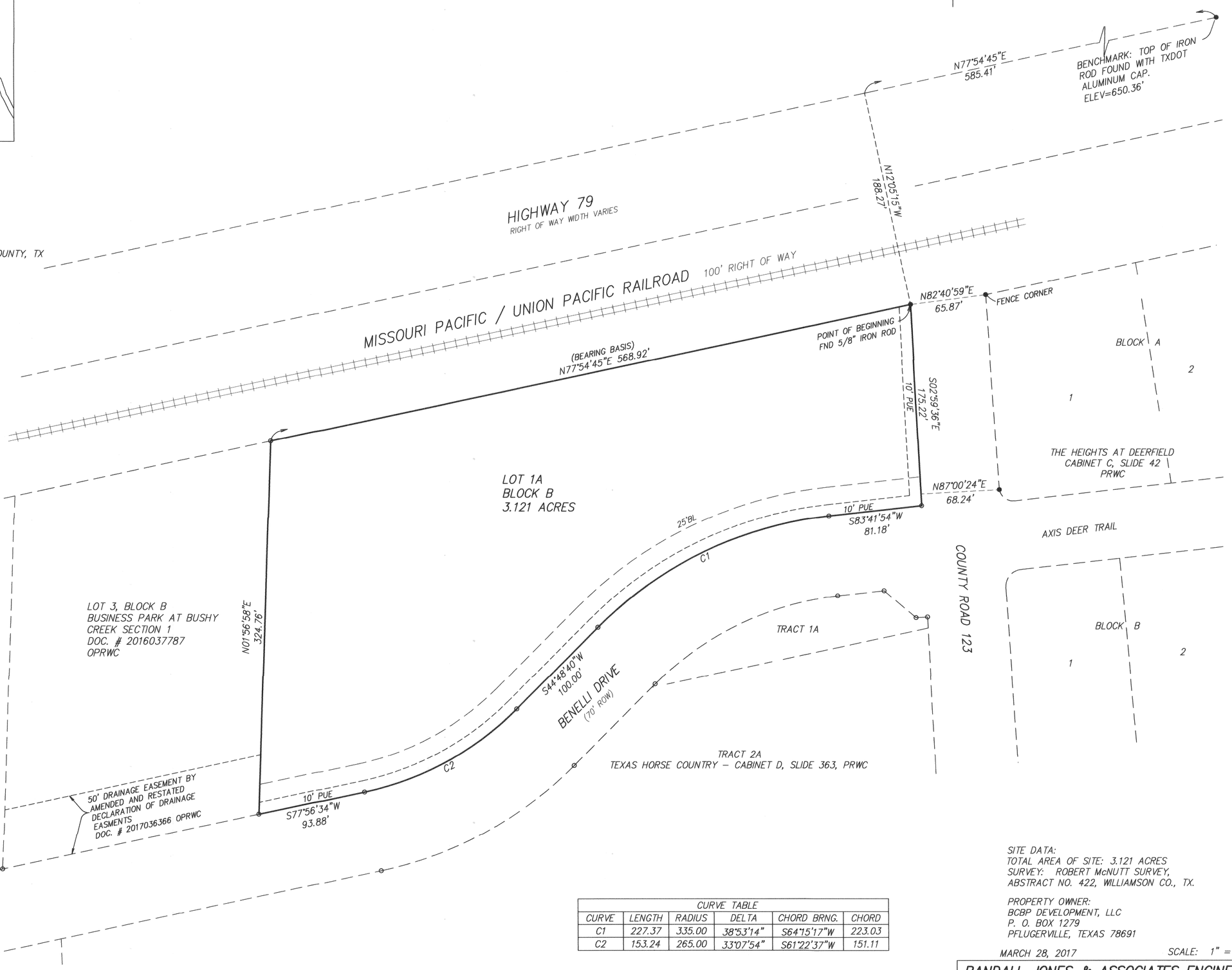
Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 08:02 AM
Form Started By: Patrick Hughes		Started On: 05/03/2017 04:00 PM
Final Approval Date: 05/04/2017		

BUSINESS PARK AT BRUSHY CREEK SECTION 1, AMENDED PLAT OF LOTS 1 AND 2, BLOCK B



LEGEND:
- ● = 1/2" IRON ROD FOUND
- o = IRON ROD SET (1/2" WITH RJ SURVEYING CAP)
- PUE = PUBLIC UTILITY EASEMENT
- DE = DRAINAGE AND STORM SEWER EASEMENT
- OSSF = ON SITE SEWAGE FACILITY
- PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TX
- OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TX
- BL = BUILDING SETBACK LINE

SCALE: 1"=60'
0 60' 120' 180' 240'



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	227.37	335.00	38°53'14"	S64°15'17"W	223.03
C2	153.24	265.00	33°07'54"	S61°22'37"W	151.11

SITE DATA:
TOTAL AREA OF SITE: 3.121 ACRES
SURVEY: ROBERT McNUTT SURVEY,
ABSTRACT NO. 422, WILLIAMSON CO., TX.

PROPERTY OWNER:
BCBP DEVELOPMENT, LLC
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

MARCH 28, 2017 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

S:\LAND\1501-1550\1527\dwg\1527-AMENDED LOTS 1 and 2.dwg 4/26/2017 10:39:27 AM CDT

BUSINESS PARK AT BRUSHY CREEK SECTION 1, AMENDED PLAT OF LOTS 1 AND 2, BLOCK B

A PARCEL OF LAND IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE ROBERT MCNUTT SURVEY, ABSTRACT NO. 422, AND BEING ALL OF LOTS 1 AND 2 OF BLOCK B, BUSINESS PARK AT BUSHY CREEK SECTION 1, DOCUMENT NUMBER 2016037787 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A FOUND 5/8" IRON ROD FOR THE NORTHEAST CORNER OF SAID LOT 1, IN THE SOUTH LINE OF THE UNION PACIFIC RAILROAD AND IN THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 123;

THENCE S.02°59'36"E., ALONG EAST LINE OF SAID LOT 1, AND WEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD 123, A DISTANCE OF 175.22 FEET, TO A SET 1/2" IRON ROD WITH CAP FOR THE SOUTHEAST CORNER;

THENCE ALONG THE SOUTH LINE OF SAID LOTS 1 AND 2 AND THE NORTH LINE OF BENELLI DRIVE THE FOLLOWING FIVE (5) COURSES:

1. S.83°41'54"W., A DISTANCE OF 81.18 FEET, TO A SET 1/2" IRON ROD WITH CAP FOR AT A POINT OF CURVATURE OF A CURVE TO THE LEFT;

2. SOUTHWESTERLY ALONG A CURVE TO THE LEFT, THE ARC OF SAID CURVE TO THE LEFT A DISTANCE OF 223.37 FEET, SAID CURVE HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 38°53'14", AND A CHORD BEARING S.64°15'17"W., 223.03 FEET, TO A SET 1/2" IRON ROD WITH CAP;

3. S.44°48'40"W., A DISTANCE OF 100.00 FEET, TO A SET 1/2" IRON ROD WITH CAP AT A POINT OF CURVATURE OF A CURVE TO THE RIGHT;

4. SOUTHWESTERLY ALONG A CURVE TO THE RIGHT. THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 153.24 FEET, SAID CURVE HAVING A RADIUS 265.00 FEET, A CENTRAL ANGLE OF 33°07'54", AND A CHORD BEARING S.61°22'37"W., 151.11 FEET, TO A SET 1/2" IRON ROD WITH CAP;

5. S.77°56'34"W., A DISTANCE OF 93.88 FEET TO A SET 1/2" IRON ROD WITH CAP FOR THE SOUTHWEST CORNER;

THENCE N.01°56'58"E., ALONG THE EAST LINE OF LOT 3, BLOCK B, BUSINESS PARK AT BUSHY CREEK SECTION 1, A DISTANCE OF 324.76 FEET TO A SET 1/2" IRON ROD WITH CAP FOR THE NORTHWEST CORNER;

THENCE N.77°54'45"W., WITH THE NORTH LINE OF THIS SAID TRACT AND THE SOUTH LINE OF SAID UNION PACIFIC RAILROAD, A DISTANCE OF 568.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 3.121 ACRES, MORE OR LESS.

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

KNOW ALL MEN BY THESE PRESENTS THAT BCBP DEVELOPMENT, LLC, OWNER OF LOTS 1 AND 2, BLOCK B, BUSINESS PARK AT BRUSHY CREEK SECTION 1 AS RECORDED IN DOCUMENT NUMBER 2016037787 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, CONVEYED TO IT BY DEED RECORDED IN DOCUMENT No. 2015070859 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES HEREBY AMEND LOTS 1 AND 2 IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN HEREON, TO BE KNOWN AS "BUSINESS PARK AT BRUSHY CREEK SECTION 1, AMENDED PLAT OF LOTS 1 AND 2, BLOCK B" AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE EASEMENTS SHOWN HEREON ON SAID PLAT, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS THE 1st DAY OF May A. D. 2017

BY: BCBP DEVELOPMENT, LLC.

John S. Lloyd
P. O. BOX 1279
PFLUGERVILLE, TEXAS 78691

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY. ON THIS DAY PERSONALLY APPEARED John S. 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 1st DAY OF May, 2017.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

MY COMMISSION EXPIRES (SEAL)

AMY LITTLE
Notary Public, State of Texas
Notary ID# 13073628-6
My Commission Expires
JULY 19, 2020

NOTES:

1. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR LOT 1A IN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY JONAH SPECIAL UTILITY DISTRICT.
3. SANITARY SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ON-SITE SEWAGE FACILITIES.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. 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.
6. THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS SET FORTH IN THE ORIGINAL PLAT OF BUSINESS PARK AT BRUSHY CREEK SECTION 1 AS RECORDED IN DOCUMENT 2016037787 OF THE PLAT RECORDS OF WILLIAMSON COUNTY.
7. 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 ABOE THE BFE, WHICHEVER IS HIGHER.

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.

4/21/2017
J. KENNETH WEIGAND
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS

STATE OF TEXAS
REGISTERED
JOHN KENNETH WEIGAND
5741
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION
NO PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON THE FLOOD INSURANCE RATE MAP FOR WILLIAMSON COUNTY, TEXAS, COMMUNITY PANEL NUMBER 48491C0515E EFFECTIVE SEPT. 26, 2008
I, R. BRENT JONES, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION ORDINANCES AND THE STORM WATER DRAINAGE POLICY ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED IN THE EDWARDS AQUIFER RECHARGE ZONE.

R.B. 4/27/17
R. BRENT JONES DATE
LICENSED PROFESSIONAL ENGINEER NO. 92671

STATE OF TEXAS
R. BRENT JONES
92671
LICENSED
PROFESSIONAL ENGINEER

HEALTH DISTRICT APPROVAL
BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED BY SAID ENGINEER OF 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 CITIES AND HEALTH DISTRICT (WCCHD) AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

Deborah L Marlow, RS 5/2/2017
DEBORAH L. MARLOW, RS, OS0029596
DIRECTOR, ENVIRONMENTAL HEALTH SERVICES, WCCHD

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 OF OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

KNOW ALL MEN BY THESE PRESENTS;

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

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

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

THAT I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, ___.M., AND DULY RECORDED ON 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 RISTER, CLERK COUNTY COURT
WILLIAMSON COUNTY, TEXAS

BY: _____
DEPUTY

MARCH 28, 2017

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

S:\LAND1501-1550\1527\dwg\1527-AMENDED LOTS 1 and 2.dwg 4/21/2017 9:06:01 AM CDT

Commissioners Court - Regular Session **20.**

Meeting Date: 05/09/2017

NPM

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 Proclamation for National Preservation Month 2017.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

preservation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Wendy Coco	04/18/2017 11:05 AM
Form Started By: Rebecca Clemons		Started On: 04/18/2017 10:52 AM
Final Approval Date: 04/18/2017		

PROCLAMATION

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

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

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

WHEREAS, "This Place Matters" is the local theme for National Preservation Month 2017, cosponsored by the Georgetown Main Street Program, Georgetown Historic and Architectural Review Commission, Preservation Georgetown, Southwestern University, The Williamson Museum, the Georgetown Cultural District, the Williamson County Historical Commission, Round Rock Preservation and the National Trust for Historic Preservation;

NOW, THEREFORE, I, VALERIE COVEY,
County Commissioner Precinct 3 of Williamson County, TEXAS, do hereby proclaim May 2017, as

NATIONAL PRESERVATION MONTH

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

_____
Valerie Covey

Commissioners Court - Regular Session **21.**

Meeting Date: 05/09/2017

WilCo Economic Development Partnership Presentation and Resolution

Submitted For: Dan Gattis **Submitted By:** Connie Watson, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on resolution recognizing May 8-13, 2017, as "Economic Development Week" and hear presentation on Williamson County Economic Development Partnership.

Background

Ben White, president of the Williamson County Economic Development Partnership, will present an update on the Economic Development Partnership and its successes since it has been created. He also has a resolution for the Court to consider approving that recognizes May 8-13, 2017, as Economic Development Week in Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Economic Development Resolution

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Form Started By: Connie Watson		Started On: 05/03/2017 10:24 AM
Final Approval Date: 05/03/2017		

State of Texas
County of Williamson
Know all men by these presents:

THAT ON THIS, the 9th day of May 2017, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, with the following members present;

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

RESOLUTION

Recognizing 2017 as the 91st anniversary of the International Economic Development Council and May 8 – 13, 2017 as "Economic Development Week" and

WHEREAS, economic developers in Williamson County promote economic well-being and quality of life for their respective communities by helping companies accelerate the pace of creating, retaining, and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base; and

WHEREAS, economic developers in Williamson County stimulate and incubate entrepreneurism in order to create the next generation of new businesses, which is the hallmark of the American economy; and

WHEREAS, economic developers in Williamson County attract and retain high-quality jobs, develop vibrant communities, and improve the quality of life for the entire region; and

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers globally; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

NOW, THEREFORE, BE IT RESOLVED that the Williamson County Commissioners Court does hereby recognize May 8 – 13, 2017 as "Economic Development Week" in Williamson County and remind individuals of the importance of this community celebration which supports the expansion of career opportunities and improving quality of life for all citizens.

RESOLVED THIS 9th DAY OF MAY, 2017

Attest:_____
Nancy E. Rister
Williamson County Clerk

_____
Valerie Covey
Commissioner, Precinct Three

Commissioners Court - Regular Session **22.**

Meeting Date: 05/09/2017

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

Information

Agenda Item

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	04/18/2017 11:05 AM
Form Started By: Lydia Linden		Started On: 04/18/2017 11:01 AM
Final Approval Date: 04/18/2017		

Commissioners Court - Regular Session **23.**

Meeting Date: 05/09/2017

Great Oaks Bridge at Brushy Creek PE Structural Contract

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a contract for Great Oaks Bridge at Brushy Creek between Williamson County and P.E. Structural Consultants, Inc. relating to the 2013 Road Bond Program.

Background

The compensation cap for this contract is $1,025,000.00 with Work Authorization #1 for PS&E in the amount of $976,000.00. This is the continuation of their previous contract which included at ILA with WCID.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GrtOaksBrdg@BrshyCrk-PEStructural-contract

GrtOaksBrdg@BrshyCrk-PEStructural-WA1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/04/2017 11:45 AM
County Judge Exec Asst.	Wendy Coco	05/05/2017 02:05 PM
Form Started By: Marie Walters		Started On: 05/03/2017 05:17 PM
Final Approval Date: 05/05/2017		

RECEIVED
MAY 02 2017
BY: PSI

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **P.E. Structural Consultants, Inc. ("Engineer")**
ADDRESS: **8436 Spicewood Springs Road, Austin, TX 78759**
PROJECT: Great Oaks Bridge at Brushy Creek **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each

applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million, twenty-five thousand** **Dollars** (**$1,025,000.00**) (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Prime Strategies, Inc., County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work

Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

Prime Strategies, Inc.
Attn: Michael Weaver
1508 South Lamar Blvd.
Austin, Texas 78704

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

P.E. Structural Consultants, Inc.
Attn: Lisa Carter Powell, P.E.
8436 Spicewood Springs Road
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action,

decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of

all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work

required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time.

Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES,

JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have

the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Auditor
   c/o: Pam Navarrette
   710 Main Street, Suite 301
   Georgetown, Texas 78626

   ✓ 5/7/2017

   With copy to: Prime Strategies, Inc.
   Attn: Michael Weaver
   1508 South Lamar Blvd.
   Austin, Texas 78704

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
101 East Old Settlers Blvd Suite 100
Round Rock, Texas 78664
Attn: Richard Ridings, P.E.

ok
5/3/2017

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **P.E. Structural Consultants, Inc.**
Attn: Lisa Carter Powell, P.E.
8436 Spicewood Springs Road
Austin, Texas 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance

with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. **Compliance with Regulations.** The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. **Nondiscrimination.** The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports.** The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access

to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Dan A. Gattis, County Judge

Date: _____ ____, 20____

ENGINEER

P.E. Structural Consultants, Inc.

By _____

Printed Name: Lisa Carter Powell, P.E

Title: President

Date: April 21, 2017

OK
MM 5/3/2017

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

P.E. Structural Consultants, Inc.
Name of Firm

Signature of Certifying Official

Lisa Carter Powell, P.E.
Printed Name of Certifying Official

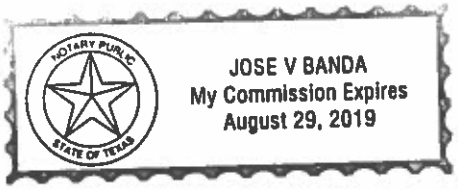
President
Title of Certifying Official

April 21, 2017
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Lisa Powell _____ the _____ of _____,on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 08/29/2019

EXHIBIT B

ENGINEERING SERVICES

This project shall consist of engineering, preparing Plans, Specifications and Estimates (PS&E) to address operational and capacity improvements at the intersection of the current Great Oaks Drive Bridge and Brushy Creek Road/Hairy Man Road intersection and the replacement of the existing Great Oaks bridge structure. Design and plans shall be in accordance with all TxDOT accepted practices and Williamson County design criteria. Bid phase, Award phase, and Construction phase services will be provided.

Preliminary engineering, survey, and hydraulic studies related to this project have been performed by the P.E. Structural Consultants, Inc. team under a separate contract. A traffic study on the intersection has been conducted by Atkins under a separate contract. Results of the preliminary engineering and studies were incorporated into schematics for two alternative solutions at the intersection: At-Grade Intersection with 4-Lane Bridge and Grade-Separated with 2-Lane Bridge. These alternatives were presented to stakeholders and the public at numerous meetings. Final feedback from some stakeholders and the public is still outstanding.

This scope assumes PS&E's will be prepared for the At-Grade Intersection with 4-Lane Bridge alternative. Effort will include the following tasks:

1. Survey – additional survey as needed to supplement survey performed in the preliminary phase
2. Geotechnical Investigation
3. Utilities – coordination with County's Utility Coordinator
4. Pavement Design
5. Roadway Design
6. Traffic Control Plans
7. Drainage, Hydrology and Hydraulics
8. Signing and Pavement Marking
9. Environmental Sheets (SWPPP, WPAP, etc)
10. Bridge Design
11. Retaining Wall Design
12. Pedestrian crossing design
13. Signalization
14. Landscape
15. General Notes
16. Quantity Summaries
17. Opinion of Probable Construction Cost
18. Permitting
19. Project Administration and Controls
20. Bid and Award phase services
21. Construction phase services

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

P.E. Structural Consultants, Inc.

1. **Principal Engineer.....$ 200.00/hr**
2. **Senior QC Engineer .....$ 165.00/hr**
3. **Senior Project Manager..... $ 155.00/hr**
4. **Senior Engineer..... $ 145.00/hr**
5. **Project Engineer..... $ 120.00/hr**
6. **Design Engineer..... $ 105.00/hr**
7. **Engineer-in-Training II..... $ 95.00/hr**
8. **Engineer-in-Training I .....$ 87.00/hr**
9. **Graduate Engineer ..... $ 70.00/hr**
10. **Senior CAD Manager $120.00/hr**
11. **CAD Technician..... $ 85.00/hr**
12. **Junior CAD Technician .....$ 70.00/hr**
13. **Admin/Clerical..... $ 60.00/hr**

OK
5/7/2017

EXHIBIT D

RATE SCHEDULE

KENNEDY CONSULTING, INC.

1. **Principal Engineer.....$ 220.00/hr**
2. **Project Manager..... $ 208.00/hr**
3. **Senior Professional 2..... $ 192.00/hr**
4. **Senior Professional 1..... $ 172.00/hr**
5. **Professional 2 / Senior Eng Tech..... $ 146.00/hr**
6. **Professional 1 / Eng Tech ..... $ 114.00/hr**
7. **Admin/Clerical..... $ 68.00/hr**

ok
5/3/2017

EXHIBIT D

RATE SCHEDULE

AECOM

1. **Principal Engineer.....$ 196.00/hr**
2. **Senior Project Manager/Engineer..... $ 135.00/hr**
3. **Senior Transportation Engineer..... $ 153.00/hr**
4. **Project Engineer..... $ 94.00/hr**
5. **Design Engineer..... $ 103.00/hr**
6. **Engineer-in-Training..... $ 80.00/hr**
7. **CAD Tech..... $ 87.00/hr**
8. **Senior Cad Tech..... $104.00/hr**
9. **Admin/Clerical..... $ 82.00/hr**
10. **QA/QC..... $126.00/hr**
11. **Jr. Scientist..... $66.00/hr**
12. **Scientist..... $86.00/hr**
13. **Cultural Resources Lead..... $112.00/hr**
14. **Project Archaeologist..... $101.00/hr**
15. **Architectural Historian..... $87.00/hr**
16. **Field Tech/Investigator..... $73.00/hr**

OK
5/3/2017

EXHIBIT D

RATE SCHEDULE

Raba Kistner Consultants, Inc.

1. **Principal Engineer..... $ 200.000/hr**
2. **Senior Engineer..... $ 200.00/hr**
3. **Project Manager..... $ 175.00/hr**
4. **Project Engineer..... $ 135.00/hr**
5. **Staff Engineer..... $ 100.00/hr**
6. **Engineer-in-Training..... $ 90.00/hr**
7. **Senior CAD Tech..... $95.00/hr**
8. **CAD Tech..... $ 80.00/hr**
9. **Admin/Clerical..... $ 55.00/hr**
10. **Geologist..... $ 110.00/hr**
11. **Environmental Scientist..... $ 105.00/hr**
12. **Archaeologist..... $ 110.00/hr**
13. **Senior Technician..... $ 60.00/hr**
14. **Construction Materials Technician..... $ 50.00/hr**

ok
5/3/2017

Raba Kistner Consultants, Inc.

OTHER DIRECT EXPENSES	UNIT	COST/UNIT
Drilling Operations		
Mobilization of Drill Rig (Min Charge)	mile	$4.00
Rock Augering (soil)	l.f	$16.00
Rock Augering (soft rock)	l.f.	$19.00
Nx Core Drilling - (Soft Rock)	l.f	$32.00
Nx Core Drilling - (Hard Rock)	l.f.	$42.00
Wet Rotary	l.f.	$21.00
SPT Field Penetrations	each	$22.00
TCP Field Penetrations	each	$26.000
Grout Backfill (Backfill the upper 10 ft of each boring)	l.f.	$3.250
Driller Standby	hour	$225.000
Traffic Control (at cost)	day	$950.000
Staking/Logging/Coordination		
Logger Truck Charge	each	$57.20
Laboratory Tests		
Atterberg Limits	each	$83.00
Moisture Content (at 5 ft intervals)	each	$13.00
Minus 200-mesh Sieve	each	$56.00
Unconfined Compression (Soil)	each	$43.00
Unconfined Compression (Rock)	each	$51.00
Hydrometer	each	$273.00
Sieve Analysis washed through No. 40	each	$56.00
Sieve Analysis washed through No. 200	each	$83.000
Soil Box Resistivity	each	$254.000
CBR(M/D with 3 Specimen)	each	$791.000

ok
5/3/2017

EXHIBIT D

RATE SCHEDULE

CobbFendley

COBB, FENDLEY & ASSOCIATES, INC.
2017 STANDARD RATE SCHEDULE

Principal / Chief Engineer	$275.00/HR
Senior Engineer	$260.00/HR
Senior Project Manager	$225.00/HR
Project Manager	$210.00/HR
Senior Hydrologist	$210.00/HR
Project Engineer III	$160.00/HR
Project Engineer II	$145.00/HR
Project Engineer I	$125.00/HR
Senior Technician	$135.00/HR
Technician III	$120.00/HR
Technician II	$110.00/HR
Technician I	$90.00/HR
Licensed State Land Surveyor	$225.00/HR
Registered Professional Land Surveyor	$160.00/HR
4-Man Survey Crew	$180.00/HR
3-Man Survey Crew	$160.00/HR
2-Man Survey Crew	$140.00/HR
1-Man Survey Crew	$120.00/HR
Construction Manager	$190.00/HR
Senior Field Construction Observer	$120.00/HR
Field Construction Observer	$105.00/HR
Utility Specialist	$140.00/HR
Telecommunications Designer	$110.00/HR
Telecommunications Fieldman	$90.00/HR
GIS Manager	$160.00/HR
GIS Analyst	$110.00/HR
Post Processing GPS Data	$110.00/HR
Right-of-Way Agent	$125.00/HR
Administrative	$100.00/HR
Clerical	$72.00/HR
GPS	$37.00/HR/Receiver

O/K
MM
3/3/2017

COBB, FENDLEY & ASSOCIATES, INC.
2017 STANDARD RATE SCHEDULE

(Continued)

SUBSURFACE UTILITY ENGINEERING

One-Man Designating Crew (4-Hour Minimum) $100/HR

Two-Man Designating Crew (4-Hour Minimum) $160/HR

Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum) $280/HR

Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum) $300/HR

Ground Penetrating Radar with 1 Technician (4-Hour Minimum) $250/HR

Traffic Control Officer ..... @ Cost ~~+10%~~

Traffic Control (Lane Closures, etc.) ..... To Be Negotiated

Permits (Local, State, etc.) ..... @ Cost ~~+10%~~

Designation & Traffic Control Vehicles $3.40/Mile

Location Vehicles $6.80/Mile

ok
M
5/3/2017

REIMBURSABLE EXPENSES

Technology Fee (*) $3.75/HR

Consultant or Specialty Contractor (Outside Firm) ..... @ Cost ~~+10%~~

Courier, Special Equipment Rental ..... @ Cost ~~+10%~~

Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.) ..... @ Cost

Mileage (Standard Car or Truck) ..... IRS Approved Rate

Per Diem for Out of Town Travel (Per Day/Person) $36/Day

Title Plant Charges ..... @ Cost ~~+10%~~

Other Misc. Expenses Related to the Project ..... @ Cost ~~+10%~~

In-House Reproduction:

- Copies (Up to 11" x 17") $0.15/Each
- Color Prints (Up to 11" x 17") $1.50/Each
- Color Prints (Larger than 11" x 17") ..... $3.00/Sq. Ft.
- Bluelines (All Sizes) $1.00/Each
- Bond Prints (All Sizes) $2.00/Each
- Mylar Prints $12.00/Each
- Vellum Prints $9.00/Each

(*) Technology charges added to each billable man-hour.

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. **Invoices and Affidavits**
   - 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
   - 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
   - 1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. **Travel Reimbursement**

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. **Meals**
   - 3.1 Meal reimbursements are limited to a maximum of $40.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.
   - 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
   - 3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.
   - 3.4 County will not reimburse for alcoholic beverages.
   - 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance.
   - 3.6 No meals purchased for entertainment purposes will be allowed.
   - 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. **Lodging**
   - 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
   - 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
   - 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. **Airfare**
   - 5.1 The County will only reimburse up to a coach price fare for air travel.
   - 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
   - 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
   - 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
   - 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. **Car Rental**
   - 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
   - 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
   - 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
   - 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
   - 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
   - 6.6 Insurance purchased when renting vehicle may also be reimbursed.
   - 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. **Personal Car Usage**
   - 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
   - 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
     - 7.2.1.1 Date
     - 7.2.1.2 Destination
     - 7.2.1.3 Purpose
     - 7.2.1.4 Name of traveler(s)
     - 7.2.1.5 Correspondence that verifies business purpose of the expense
   - 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
   - 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
   - 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
   - 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
   - 7.7 Mileage should be calculated from vendor's employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.
   - 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
   - 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be

submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable, are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses, as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service
10.5 Movie rentals
10.6 Damage to personal clothing
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to air, hotel and/or car rental
10.13 Auto repairs
10.14 Baby sitter fees, kennel costs, pet or house-sitting fees
10.15 Saunas, massages or exercise facilities
10.16 Credit card delinquency fees

10.17 Doctor bills, prescription and other medical services
10.18 Hand tools
10.19 Safety Equipment (hard hats, safety vests, etc.)
10.20 Office supplies
10.21 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 157944 PESTRUCT

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 7600 B N. Cap of Tx. Hwy. #200 Austin, Texas 78731	CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : XL Specialty Insurance Company — 37885
INSURED P E Structural Consultants, Inc. 8436 Spicewood Springs Road Austin, TX 78759	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	☐ OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			DPR9910882 Retro:01/30/95	01/30/2017	01/30/2018	$1,000,000 per claim $1,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Great Oaks Bridge at Brushy Creek.

The Professional Liability policy provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The Professional Liability policy includes an endorsement providing that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

CERTIFICATE HOLDER	CANCELLATION
Williamson County Auditor C/o Pam Navarrette 710 Main Street, Suite 301 Georgetown, TX 78626	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James E. Jimerson

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PESTR-1 OP ID: RA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Associates Insurors Building 3, Suite 300 1120 Capital of Texas Hwy S. Austin, TX 78746	CONTACT NAME: PHONE (A/C, No, Ext): 512-328-7676 FAX (A/C, No): 512-327-8337 E-MAIL ADDRESS:
INSURED PE Structural Consultants, Inc 8436 Spicewood Springs Rd Austin, TX 78759	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Hartford Lloyd's Ins Co — 38253 INSURER B: Hartford Underwriters — 30104 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			65SBAPT3951	08/24/2016	08/24/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			65SBAPT3951	08/24/2016	08/24/2017	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			65WECZQ6233	08/24/2016	08/24/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Great Oaks Bridge at Brushy Creek.
Additional Insured status is afforded via included blanket additional insured endorsements on a primary and non-contributory basis. Waiver of subrogation included via blanket endorsement for the Work Comp. See attached 30 Day Notices of Cancellation.

CERTIFICATE HOLDER

WILLCOA

Williamson County Auditor
c/o Pam Navarrette
710 Main St. Ste. 301
Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

A. COVERAGES

1. **BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)**

   Insuring Agreement

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

      We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

      (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and

      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

   b. This insurance applies:

      (1) To "bodily injury" and "property damage" only if:

         (a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

         (b) The "bodily injury" or "property damage" occurs during the policy period; and

         (c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

      (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

   c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

      (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

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(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. **MEDICAL EXPENSES**

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. **COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS**

a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All costs taxed against the insured in the "suit".

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the limits of insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting,demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Services in the practice of pharmacy; and

(11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

o. **Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

p. **Personal And Advertising Injury**

"Personal and advertising injury":

(1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

(a) Copyright;

(b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) An "advertisement" for others on your web site;

(b) Placing a link to a web site of others on your web site;

(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or

(15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

q. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by your with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section **D.** - Liability And Medical Expenses Limits Of Insurance.

2. **Applicable To Medical Expenses Coverage**

   We will not pay expenses for "bodily injury":

   a. **Any Insured**
   To any insured, except "volunteer workers".

   b. **Hired Person**
   To a person hired to do work for or on behalf of any insured or a tenant of any insured.

   c. **Injury On Normally Occupied Premises**
   To a person injured on that part of premises you own or rent that the person normally occupies.

   d. **Workers' Compensation And Similar Laws**
   To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

   e. **Athletics Activities**
   To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

   f. **Products-Completed Operations Hazard**
   Included with the "products-completed operations hazard".

   g. **Business Liability Exclusions**
   Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**
   Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

   However, none of these "employees" or "volunteer workers" are insureds for:

   (1) "Bodily injury" or "personal and advertising injury":
      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
      (d) Arising out of his or her providing or failing to provide professional health care services.

   If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

   (2) "Property damage" to property:
      (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. **Lessors Of Land Or Premises**

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. **Architects, Engineers Or Surveyors**

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. **Permits Issued By State Or Political Subdivisions**

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. **Any Other Party**

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. **Notice Of Occurrence Or Offense**

   You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. **Notice Of Claim**

   If a claim is made or "suit" is brought against any insured, you or any additional insured must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

   c. **Assistance And Cooperation Of The Insured**

   You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. **Obligations At The Insured's Own Cost**

   No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. **Additional Insured's Other Insurance**

   If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

   However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

   f. **Knowledge Of An Occurrence, Offense, Claim Or Suit**

   Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

   (1) You or any additional insured that is an individual;

   (2) Any partner, if you or an additional insured is a partnership;

   (3) Any manager, if you or an additional insured is a limited liability company;

   (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

   (5) Any trustee, if you or an additional insured is a trust; or

   (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph f. applies separately to you and any additional insured.

3. **Financial Responsibility Laws**

   a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

   b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. **Legal Action Against Us**

   No person or organization has a right under this Coverage Form:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. **Separation Of Insureds**

   Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

   a. As if each Named Insured were the only Named Insured; and

   b. Separately to each insured against whom a claim is made or "suit" is brought.

6. **Representations**

   a. **When You Accept This Policy**

      By accepting this policy, you agree:

      (1) The statements in the Declarations are accurate and complete;

      (2) Those statements are based upon representations you made to us; and

      (3) We have issued this policy in reliance upon your representations.

   b. **Unintentional Failure To Disclose Hazards**

      If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. **Other Insurance**

   If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

   a. **Primary Insurance**

      This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

   b. **Excess Insurance**

      This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

      (1) **Your Work**

      That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

      (2) **Premises Rented To You**

      That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

      (3) **Tenant Liability**

      That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

      (4) **Aircraft, Auto Or Watercraft**

      If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section A. – Coverages.

      (5) **Property Damage To Borrowed Equipment Or Use Of Elevators**

      If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. OPTIONAL ADDITIONAL INSURED COVERAGES

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

1. **Additional Insured - Designated Person Or Organization**

   WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

   a. In the performance of your ongoing operations; or

   b. In connection with your premises owned by or rented to you.

2. **Additional Insured - Managers Or Lessors Of Premises**

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

3. **Additional Insured - Grantor Of Franchise**

   WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

4. **Additional Insured - Lessor Of Leased Equipment**

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

5. **Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

   b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

      This insurance does not apply to:

      (1) Any "occurrence" that takes place after you cease to lease that land; or

      (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

6. **Additional Insured - State Or Political Subdivision – Permits**

   a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional

Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

7. **Additional Insured – Vendors**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. The insurance afforded to the vendor is subject to the following additional exclusions:

(1) This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

8. **Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

This Insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

9. **Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization**

   a. WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

      (1) In the performance of your ongoing operations for the additional insured(s); or

      (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

   b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

10. **Additional Insured – Co-Owner Of Insured Premises**

    WHO IS AN INSURED under Section **C.** is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of Insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this Insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper;

   b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

   c. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:

   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

   b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

   a. Injury;

   b. Sickness; or

   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in a. above;

(2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by:

a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement; or

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 65 WEC ZQ6233 **Endorsement Number:**

Effective Date: 08/24/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: P.E. STRUCTURAL CONSULTANTS, INC.

8436 SPICEWOOD SPRINGS RD.
AUSTIN, TX 78759

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   INCL

3. Premium:
   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: INCL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

Policy Number: 65 WEC ZQ6233 **Endorsement Number:**

Effective Date: 08/24/16 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: P.E. STRUCTURAL CONSULTANTS, INC.

8436 SPICEWOOD SPRINGS RD.
AUSTIN, TX 78759

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

1. Number of days advance notice: 30
2. Notice will be mailed to:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

Countersigned by _____
Authorized Representative

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:
2017-195783

Date Filed:
04/20/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
P.E. Structural Consultants, Inc.
Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
Great Oaks Bridge at Brushy Cr
Professional engineering services

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Powell, David	Austin, TX United States	X	
Powell, Lisa	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

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

NOTARY PUBLIC STATE OF TEXAS
JOSE V BANDA
My Commission Expires
August 29, 2019
AFFIX NOTARY STAMP / SEAL ABOVE

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Lisa Powell, this the 21 day of Apr., 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath | Jose Banda — Printed name of officer administering oath | Notary Public — Title of officer administering oath

RECEIVED
MAY 02 2017
BY: PSI

WORK AUTHORIZATION NO. 1
PROJECT: PS&E for the Great Oaks Bridge at Brushy Creek

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **P.E. Structural Consultants, 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 $976,000.00 .

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 _____. 20____ (date of Notice to Proceed), and shall terminate on March 31, 2019 . The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this _____ day of _____, 20___.

ENGINEER:	COUNTY:
P.E. Structural Consultants, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
Lisa Carter Powell, P.E. Printed Name	_____ Printed Name
President Title	_____ Title

OK
5/3/2017

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 - Rate Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
FOR Great Oaks Bridge at Brushy Creek

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Provide name, business address and phone number of County's project manager.

2. Assist the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available appropriate data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports, available existing traffic counts and design year traffic projections).

4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and provide final acceptance of all documents.

6. Submit documentation to regulatory agencies for review and comment when specified.

7. Provide all utility coordination and design, and negotiate with all utility companies for any agreements and/or relocations required.

8. Obtain Rights of Entry from landowners that are unwilling to grant access to the Engineer.

9. Provide available Utility/SUE Data.

10. Review Engineer progress, submittals, and plan changes.

11. ENVIRONMENTAL SERVICES provided by the County:

    a. Geological assessment

    b. Karst Survey

c. T&E Study (Federal and State listed threatened and endangered species habitat assessment, Fed and State listed presence/absence surveys, TPWD aquatic resources relocation plan and Mussell survey, and other applicable studies for Williamson County habitat conservation plan).

d. RCHP Application

e. Conduct public meetings as needed.

f. Prepare the TPWD Aquatic Resource Relocation Plan

g. Conduct mussel surveys for any potential dewatering activities.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE ENGINEER
DESIGN SERVICES FOR Great Oaks Bridge at Brushy Creek

1. GENERAL DESCRIPTION OF THE PROJECT:

The work to be performed by the ENGINEER under this Work Authorization shall consist of engineering and preparing Plans, Specifications and Estimates (PS&E) to address operational and capacity improvements at the intersection of the Great Oaks Drive Bridge and Brushy Creek Road/Hairy Man Road and the replacement of the existing Great Oaks bridge structure. Design and plans shall be in accordance with all TxDOT accepted practices and Williamson County design criteria. Williamson County PS&E Development Plan Submittal Checklists will be followed.

Preliminary engineering, survey, and hydraulic studies related to this project have been performed by the P.E. Structural Consultants, Inc. team under a separate contract. A traffic study on the intersection has been conducted by Atkins under a separate contract. Results of the preliminary engineering and studies were incorporated into schematics for two alternative solutions at the intersection: At-Grade Intersection with 4-Lane Bridge and Grade-Separated with 2-Lane Bridge. These alternatives were presented to stakeholders and the public at numerous meetings. Final feedback from some stakeholders and the public is still outstanding and may need to be incorporated during the PS&E Phase.

This scope assumes PS&E's will be prepared for the At-Grade Intersection with 4-Lane Bridge alternative.

2. DESIGN PHASE SERVICES:

Task 1 - ROUTE AND DESIGN STUDIES

1.1. Data Collection and Field Reconnaissance

The ENGINEER shall collect, review and evaluate data described below as needed and coordinated with the COUNTY to supplement the data discovered and reviewed previously.

a. Data, if available, from the COUNTY, including "as-built plans", existing schematics, right-of-way maps, Subsurface Utility Engineering (SUE) mapping, existing cross sections, existing planimetric mapping, environmental documents, existing channel and drainage easement data, existing traffic counts, accident data, Bridge Inspection records, Project Management Information system (PMIS) data, identified endangered species, identified hazardous material sites, current unit bid price information, current special provisions, special specifications, and standard drawings.

b. Documents for existing and proposed development along proposed route from local municipalities and local ordinances related to project development.

c. Utility plans and documents from appropriate municipalities and agencies.

d. Readily available flood plain information and studies from the Federal Emergency Management Agency (FEMA), the U. S. Army Corps of Engineers (USACE), local municipalities and other governmental agencies in addition to that provided by the State.

1.2. Design Criteria

As needed and coordinated with the COUNTY to supplement the Design Criteria previously developed, the ENGINEER shall develop the roadway and bridge design criteria based on the controlling factors specified by the COUNTY, by use of the funding categories, design speed, functional classification, roadway class and any other set criteria as set forth in the Williamson County Design Criteria Manual and applicable TxDOT manuals, including the PS&E Preparation Manual, Roadway Design Manual, Bridge Design Manual, Hydraulic Design Manual, and other deemed necessary approved manuals. The ENGINEER shall prepare a Design Summary Form (DSF) and submit it to the COUNTY for review and approval. The ENGINEER shall obtain written concurrence from the COUNTY prior to proceeding with a design if any questions arise during the design process regarding the applicability of approved design criteria. The ENGINEER shall develop a Bridge Design Criteria document for review and approval by the COUNTY.

1.3. Right of Way (ROW) Determination

As needed and coordinated with the COUNTY to supplement the ROW needs developed previously, based on the proposed schematic and design cross sections, the ENGINEER shall establish right-of-way taking lines depicted on the design schematic. ROW Surveying Services are described in Section 3.4.

TASK 1 DELIVERABLES:

- Design Summary Form (DSF)
- Bridge Design Criteria document

Task 2 – GEOTECHNICAL SERVICES AND PAVEMENT DESIGN

2.1. Geotechnical Borings and Investigations

The ENGINEER shall determine the location of proposed soil borings for bridge design, embankment settlement analysis, retaining walls, slope stability and pavement design in accordance with the latest edition of the State's Geotechnical Manual. The COUNTY

will review and provide comments for a boring layout plan submitted by the ENGINEER showing the general location and depths of the proposed borings. Once the ENGINEER receives the COUNTY's review comments they shall perform soil borings (field work), soil testing and prepare the boring logs using WinCore in accordance with the latest edition of the State's Geotechnical Manual and District's procedures and design guidelines. The ENGINEER is responsible for traffic control and utility clearance. The borings will be located with a hand-held GPS device. The ENGINEER will coordinate with the project surveyor so that the surveyor can document the position of the borings.

Geotechnical work shall be performed in accordance with the latest version of the County's geotechnical requirements and the State's Geotechnical Manual. Testing shall be performed in accordance with the latest version of the State's Manual of Test Procedures. American Society for Testing Materials (ASTM) test procedures can be used only in the absence of the State's procedures. All soil classification should be done in accordance with the Unified Soil Classification System.

a. The ENGINEER shall perform soil borings, and provide foundation design recommendations for bridges, retaining walls, pedestrian crossings and evaluation of roadway fills and cuts. In addition the ENGINEER shall provide pavement thickness design recommendations.

b. The ENGINEER shall provide a signed, sealed and dated geotechnical report which contains, but is not limited to, soil boring locations, boring logs, laboratory test results, generalized subsurface conditions, ground water conditions, analyses and recommendations for settlement and slope stability of the earthen embankments, skin friction tables and design capacity curves including skin friction and point bearing in accordance with the State's Geotechnical Manual. The skin friction tables and design capacity curves should be present for piling and drilled shaft foundation. In addition, the report will provide pavement thickness recommendations for the construction of the proposed roadway.

c. The ENGINEER shall sign, seal and date soil boring plan sheets to be used in the PS&E package. Prepare soil boring plan sheets in accordance with the TxDOT standard practice.

d. Bridge Foundation Studies: The ENGINEER shall recommend to the COUNTY the location of soil borings to be drilled along the proposed bridge alignment. The Geotechnical engineer has recommended a minimum of three borings. The borings shall extend a minimum of 70 feet below the existing ground surface or deeper as soil conditions warrant. Spacing of soil borings shall not exceed 300 feet. The ENGINEER shall provide a boring layout for the COUNTY's review and comment. Scour depth shall be taken into account for design of foundations.

e. Pedestrian Crossing Foundation Studies: The ENGINEER shall recommend to the COUNTY the location of soil borings to be drilled at two pedestrian crossing structure locations. The Geotechnical engineer has recommended a minimum of two borings for each structure. The borings shall extend a minimum of 15 feet below the bottom of the anticipated footing elevation. The ENGINEER shall provide a boring layout for the COUNTY's review and comment. Scour depth shall be taken into account for design of foundations, if applicable.

f. Retaining Wall Recommendations and Global Stability Analysis: The ENGINEER shall recommend to the COUNTY the location of soil borings to be drilled along the proposed retaining wall alignments. The Geotechnical engineer has recommended a minimum of one boring at every 100ft to 200ft spacing for each wall. The borings shall extend a minimum of 20 feet below the existing grade with the understanding that the retaining walls will be fill walls. These borings as well as the other borings will be used for retaining wall and pavement design. The ENGINEER shall provide a boring layout for the COUNTY's review and comment. Retaining wall design calculations and recommendations for wall settlement estimations, global stability analyses, and external stability including overturning, sliding and bearing capacity will be provided. Wall depth below final grade shall be provided where near water.

g. Roadway and Pavement Design Recommendations: The ENGINEER shall recommend to the COUNTY the location of soil borings to be drilled along the proposed roadway alignment. The ENGINEER has recommended an additional one boring at the intersection of Oak Ridge Drive and Great Oaks Drive. The boring shall extend a minimum of 10 feet below the existing grade. This boring as well as the other borings utilized for retaining wall, pedestrian crossing and bridge will be also be used for the pavement design as detailed in COUNTY's Design Criteria Manual. The ENGINEER shall provide a boring layout for the COUNTY's review and comment. Roadway embankment requirements shall be provided as well as slope recommendations. Slope stability analyses to be performed for embankment heights greater than 8 ft in height.

h. The ENGINEER shall incorporate soil boring data sheets prepared, signed, sealed, and dated by the Geotechnical Engineer. The soil boring sheets shall be in accordance with the State's current WINCORE software as can be found on the Texas Department of Transportation website.

TASK 2 DELIVERABLES:

- Draft Geotechnical Report
- Final Geotechnical Report

- Soil boring sheets will be included in the 90%, 100% and Final PS&E Submittals listed in Task 10.6.

TASK 3 – FIELD SURVEYING

3.1. Survey Geotechnical Boring Locations

The ENGINEER's surveyor will survey Geotechnical boring locations and provide X, Y, Z coordinates to the geotechnical engineer for placement on the boring logs and for design purposes. Up to 13 locations are expected.

3.2. Supplemental Design Survey

The ENGINEER shall identify areas for supplemental survey. Extent of additional survey is unknown and will be determined by revisions in schematic due to feedback from stakeholders, adding sidewalk to other side of bridge, and modifications necessary to mitigate rise in HW Elev noted in Conceptual Design Drainage Report. As needed and coordinated with the COUNTY to supplement the Survey performed previously, the ENGINEER's Surveyor will set project horizontal and vertical control and perform design survey to supplement existing survey data and right-of-way (ROW) survey. The Surveyor will locate all visible improvements, hardwood trees 8" diameter and larger, and utility markings within limits of project. Collect ground shots at a density sufficient to produce one-foot contours. It is anticipated there are no more than 3 additional field crew days associated with this design survey.

TASK 3.2 DELIVERABLES
Deliverables may be any combination of the following:

- Digital Terrain Models (DTM) and the Triangular Irregular Network (TIN) files in a format acceptable by the County. DTM shall be fully compatible with the GEOPAK system without further modification or conversion. All DTM fully edited and rectified to provide a complete digital terrain model with all necessary break lines.
- Maps, plans, or sketches prepared by the Surveyor showing the results of field surveys.
- Computer printouts or other tabulations summarizing the results of field surveys.
- Digital files or media acceptable by the County containing field survey data. Planimetric design files (DGN) shall be fully compatible with the County's MicroStation® V8i graphics program without further modification or conversion.
- Maps, plats, plans, sketches, or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.
- Field survey notes, as electronic and hard copies.

- An 8 ½ inch by 11 inch survey control data sheet for each control point which shall include, but need not be limited to, a location sketch, a physical description of the point including a minimum of two reference ties, surface coordinates, a surface adjustment factor, elevation, and the horizontal and vertical datums used.
- A digital and hard copy of all computer printouts of horizontal and vertical conventional traverses, GPS analysis and results, and survey control data sheets.

3.3. Survey Control

The ENGINEER's Surveyor will prepare a Survey Control Index Sheet and a Horizontal and Vertical Control Sheet, signed, sealed and dated by the Registered Professional Land Surveyor (RPLS) in direct responsible charge of the surveying for insertion into the plan set. The Survey Control Index Sheet will show an overall view of the project control and the relationship or primary monumentation and control used in the preparation of the project; the Horizontal and Vertical Control sheet identifies the primary survey control and the survey control monumentation used in the preparation of the project. Both the Survey Control Index Sheet and the Horizontal and Vertical Control Sheet will be used in conjunction with each other. Sheets shall clearly indicate the surface adjustment factor, the benchmark locations and associated control information.

TASK 3.3 DELIVERABLES:

- Survey Control Index and Horizontal and Vertical Control sheets and will be included in the PS&E Submittals listed in Task 10.6.

3.4. Right of Way (ROW) Mapping Services

All surveying necessary for Right-Of-Way acquisition will be performed under the supervision of a Registered Professional Land Surveyor (RPLS). This surveying will conform to all applicable surveying laws and the Professional Land Surveying Practices Act and will follow the General Rules of Procedures and Practices of the Texas Board of Professional Land Surveying.

The Surveyor will prepare a Metes and Bounds Description and Accompanying Sketch for each Right-Of-Way parcel taken. This scope assumes a total of 5 parcels for taking.

Surveyor will prepare land title survey for portion being taken out of each of 5 parcels, including right of entry requests, existing boundary identification, right of way field note preparation and title commitment review to finalize field notes.

TASK 3.4 DELIVERABLES:

- Draft Parcel Sketches for each parcel take, to be submitted on 8.5" x 11" format.
- Draft Parcel Property Descriptions (metes and bounds), matching Parcel Sketches, to be submitted on 8.5" x 11" format.
- Final Parcel Sketches and Property Descriptions

TASK 4 – ROADWAY DESIGN CONTROLS

4.1. Geometric Design

As needed and coordinated with the COUNTY to refine the Schematic, the ENGINEER will coordinate with the COUNTY and will incorporate final feedback from stakeholder meetings previously held. The ENGINEER shall refine the horizontal and vertical alignment of the design schematic in English units for cross streets, including grade separation structures. Minor modifications in the alignment must be considered to provide optimal design. Modifications must be coordinated with the COUNTY and adjacent Engineers, and will address requests that resulted from previous stakeholder input (adding sidewalk to both sides and modifications to address potential rise in high water elevation). Modifications to the schematic will be reflected in the 30% PS&E submittal.

4.2. Roadway Design and Plans

The ENGINEER shall provide roadway plan and profile drawings using CADD standards as required by the COUNTY. The drawings shall consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map shall contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities shall be shown. Existing and proposed right-of-way lines shall be shown. Plan and Profile to be shown on separate or same sheets (this depends upon width of pavement) for the project roadways.

a. The plan view shall conform to the COUNTY's checklists and design criteria, with the exception that the drawing scale may be at 1" = 50'.

b. The profile view shall conform to the COUNTY's checklists and design criteria.

4.3. Typical Sections

Typical sections shall be provided that conform to the COUNTY's checklists and design criteria.

4.4. Cross Streets

The ENGINEER shall provide an intersection layout detailing the pavement design and drainage design at the intersection of each cross street (anticipated at Oak Ridge Dr.) The layout must include the horizontal and vertical alignments, curb returns, geometrics, transition length, stationing, pavement, drainage details, and American with Disabilities Act Accessibility Guidelines (ADAAG) compliance items.

4.5. Cross Sections / Cut and Fill Quantities

The ENGINEER shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 50 feet intervals. Cross sections shall be delivered in standard GEOPAK format on 11"x17" sheets and electronic files. The ENGINEER shall provide all criteria and input files used to generate the design cross sections. Cross sections and quantities shall consider existing pavement removals. Annotation shall include at a minimum existing/proposed right of way, side slopes (front & back), profiles, etc.

4.6. Pedestrian and Bicycle Facilities

The ENGINEER shall coordinate with the COUNTY to incorporate pedestrian and bicycle facilities as required or shown on the project's schematic. Sidewalks on both sides of the bridge are expected. All pedestrian and bicycle facilities must be designed in accordance with the latest Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Texas Accessibility Standards (TAS), and the AASHTO Guide for the Development of Bicycle Facilities, and shall conform to the COUNTY's checklists and Design Criteria Manual.

4.7. Horizontal Alignment Data Sheet

The ENGINEER shall provide horizontal alignment data sheet following COUNTY checklists and design criteria.

4.8. Removal Plans

Removal sheets shall clearly indicate pavement and other pertinent items to be removed at a 1"=50' scale.

4.9. Superelevation Table

Sheets shall include a summary of superelevation transition through the project.

4.10. Miscellaneous Roadway Details

ENGINEER will provide project specific details anticipated to clarify tie-ins of sidewalk to retaining walls, curb/sidewalk/rail transitions where bridge terminates at intersection, and other potential unique details not addressed in the COUNTY's Design Criteria Manual or checklists.

4.11. Intersection Grade Sheet

ENGINEER will provide plan of proposed intersection at Great Oaks Dr/Brushy Creek Rd. Proposed grading and other features will be detailed.

4.12. Standard Details

As appropriate, Standards that require modification will be revised and sealed by the ENGINEER. Williamson County or TxDOT Standard Details will be utilized to the extent applicable.

TASK 4 DELIVERABLES:

- Roadway sheets will be included in the PS&E Submittals listed in Task 10.6.

TASK 5 – DRAINAGE

As needed and coordinated with the COUNTY based on the Conceptual Design Drainage Impact Study previously developed, the ENGINEER will refine the drainage study due to final feedback from stakeholder meetings held previously and per the refined schematic.

5.1. Data Collection

a. Review new survey data and coordinate any additional surveying needs with COUNTY and ENGINEER's surveyor. Extent of additional survey is unknown and will be determined by revisions in schematic due to feedback from stakeholders, adding sidewalk to other side of bridge, and modifications necessary to mitigate rise in HW Elev noted in Conceptual Design Drainage Report.

b. Obtain and review construction plans, drainage report, and hydrologic and hydraulic (H&H) backup models/calculations associated with the recently (2012) re-constructed Shirley McDonald Pond, located southwest of the intersection of Brushy Creek Road and Great Oaks Drive, adjacent to the Project Area. Significant overflows from the pond could affect the proposed design. This task includes development of revisions to existing and proposed hydrologic and hydraulic models as needed, and the development of alternatives.

c. Submit a technical memorandum to the COUNTY Project Manager and Engineer detailing completion of data collection and documenting clear design criteria for the Project. The document will include the Project approach concerning flood risk and the Shirley MacDonald pond overflows.

5.2. Drainage Report

Background: There is a recent set of hydrologic and hydraulic models (FEMA Phase II Risk MAP models) for Brushy Creek that includes 2, 10, 25, 50 and 100-year flood events (50%, 10%, 4%, 2%, and 1% AEP). These models reflect 2012 development conditions within the Brushy Creek watershed and are the most current models available. These models are proposed for use for estimating flows and associated flood elevation within the creek itself. To estimate design flows associated with storm drains, detention basins, and culverts associated with project elements, the rational method will be used.

The ENGINEER shall revise and update the Conceptual Design Drainage Report, a single comprehensive drainage study and report of the project area. Updates/revisions to the report will include the following:

a. Any change to the proposed Great Oaks Bridge design (high chord, low chord, length, width, etc.)

b. Estimate timing and elevation of Brushy Creek tailwater relative to existing and proposed local drainage outfalls.

c. Incorporate any changes from updated survey data to channel cross sections as necessary, for the updated hydraulic (HEC-RAS) model.

d. Analyze and document any changes in existing condition hydraulic model.

e. Coordinate with roadway and bridge engineers to optimize the roadway approach geometry and bridge structure type and span configuration. Update proposed condition HEC-RAS model and document changes to proposed conditions hydraulic computations.

f. Coordinate to quantify project impacts and evaluate alternatives to mitigate increases in proposed base (100-year) flood water elevations. It is assumed this will take two meetings with ENGINEER and COUNTY.

g. Coordinate with COUNTY and Project team to evaluate design alternatives to accommodate Shirley McDonald Pond overflows for significant events with consideration of pedestrian traffic under raised sections of Brushy Creek Road and Great Oaks Drive

h. Produce hydraulic data sheets showing hydrologic and hydraulic computations associated with the Great Oaks Bridge Drainage Report.

i. Revise and update text and figures from the 30% Preliminary Drainage Report to be signed, sealed and dated by a registered/licensed engineer, including updates to hydrologic and hydraulic models and supporting calculations.

j. Coordinate with Federal Emergency Management Agency (FEMA) and local floodplain administrators during design. This will include development of a

CLOMR and documentation of the associated H&H study for the project. The current FEMA fee for a CLOMR associated with a new bridge is $6,500.

k. Post-project, a LOMR will be developed based upon as-built drawings and best available post-construction field data. The current FEMA fee for a LOMR associated with a new bridge is $8,000.

5.3. Storm Drains

The ENGINEER shall provide the following services:

a. Design and analyze storm drains using GeoPak Drainage or other software as approved by the COUNTY.

b. Size inlets, laterals, trunk line and outfall. Develop designs that minimize the interference with the passage of traffic or incur damage to the highway and local property in accordance with the County's design criteria and any specific guidance provided by the COUNTY.

c. Determine hydraulic grade line starting at the outfall channel for each storm drain design. Use the design water surface elevation of the outfall as the starting basis (tailwater) for the design of the proposed storm sewer system.

d. Calculate manhole headlosses. Compute manhole head losses as per FHWA's HEC-22.

e. Limit discharge into existing storm drains and existing outfalls to the capacity of the existing system, which will be determined by the ENGINEER. Evaluate alternate flow routes or detention, if necessary, to relieve system overload. Determine the amount of the total detention storage to control storm drain runoff for the design frequency based on hydrograph routing for the full range of frequencies (50%, 20% 10%, 4%, 2%, 1%, and 0.2% AEP), as well as a rough estimate of the available on-site volume. When oversized storm drains are used for detention, the ENGINEER shall evaluate the hydraulic gradeline throughout the whole system, within project limits, for the design frequency or frequencies. The ENGINEER shall coordinate with the COUNTY any proposed changes to the detention systems. The COUNTY will assess the effects of such changes on the comprehensive drainage studies.

f. Identify areas requiring trench protection, excavation, shoring, and de-watering.

5.4. Cross-Drainage Structures

The ENGINEER shall provide the following services:

a. Estimate drainage areas and flows for cross culvert drainage systems.

b. Determine the sizing of the drainage crossings. The scope may include extending and/or replacing non bridge-class culvert crossings. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the County's design criteria and any specific guidance provided by the COUNTY. Cross drainage design shall be performed using HY-8 or HEC-RAS or other County approved software programs.

5.5. Temporary Drainage Facilities

The ENGINEER shall develop plans for all temporary drainage facilities necessary to allow staged construction of the project and to conform with the phasing of adjacent construction projects without significant impact to the hydraulic capacity of the area. Drainage area maps are not required for temporary drainage facilities. Permanent drainage features may be utilized for temporary drainage where feasible.

5.6. Scour Analysis

The ENGINEER shall perform a scour analysis for the proposed bridge structure. Prepare scour analysis using methodology approved by the COUNTY. The ENGINEER shall select the methodology based on the site conditions such as the presence of cohesive or cohesionless soil, rock or depth of rock, proposed foundation type, and existing site performance. The ENGINEER shall follow the methodology outlined in the State Geotechnical Manual. Provide the COUNTY a summary report which includes the potential scour depths, envelope and any recommended countermeasures including bridge design modifications and/or revetment.

5.7. Plans, Specifications and Estimates (PS&E) Development for Hydraulics

The ENGINEER shall provide the following services:

a. Prepare the PS&E package in accordance with the applicable requirements of the County's specifications, standards, and manuals. Include the following sheets and documents, as appropriate:

1. Hydrologic Data Sheets
2. Hydraulic Data Sheets
3. Scour Data Sheets (if applicable)
4. Culvert Layout Sheets
5. Storm Drain Plan/Profile Sheets
6. Detention Pond Layouts (if applicable, the COUNTY may request the ENGINEER perform SPECIFIED ADDITIONAL SERVICES)

7. Detention Pond Details (if applicable, the COUNTY may request the ENGINEER perform SPECIFIED ADDITIONAL SERVICES)
8. Profile grade line of ditches (if applicable)
9. Drainage detail sheets as applicable

b. Prepare culvert cross sections and identify each cross section's station location.

c. Prepare drainage area maps.

d. If applicable, prepare plan and profile sheets for storm drain systems and outfall ditches.

e. Select any necessary standard details from County, State, or District's list of standards for items such as inlets, manholes, junction boxes and end treatments.

f. Prepare details for non-standard inlets (including bridge deck drains and internal drainage piping within the bents where required on structures), manholes and junction boxes.

g. Prepare drainage details for outlet protection, outlet structures and utility accommodation structures.

h. Identify pipe strength requirements.

i. Prepare drainage facility quantity summaries.

j. Utility coordination, conflict analysis / determination, and relocation design, if necessary, shall be performed by the COUNTY or the COUNTY may request the ENGINEER perform SPECIFIED ADDITIONAL SERVICES..

k. Consider pedestrian facilities, utility impacts, driveway grades, retaining wall and concrete traffic barrier drainage impacts.

l. Identify existing ground elevation profiles at the ROW lines on storm sewer plan and profile sheets.

m. Locate soil borings every 500 feet along the storm sewer alignment and take piezometric readings at 2000 feet intervals.

n. Prepare Hydraulic Data Sheets for any bridge or cross drainage structures at the outfall channel and indicate site location (e.g., station and name of creek or bayou), if applicable.

o. Develop layouts for the following:

1. Subsurface drainage details at retaining walls, including underdrain connection and outfall details. Retaining wall underdrain alignments/profiles will be included in retaining wall design.
2. Outfall channels within existing ROW.

3. Bridge deck drainage systems, including internal drainage piping within the bents where required on structures.
4. If detention ponds are deemed necessary, the COUNTY may rquest the ENGINEER perform SPECIFIED ADDITIONAL SERVICES associated with detention pond design and their corresponding outlet structures and details.

5.8. Water Quality and BMP Design

Locate and design Texas Commission on Environmental Quality (TCEQ) approved Best Management Practice (BMP) for treatment of project runoff. Prepare a Water Pollution and Abatement Plan (WPAP) for TCEQ approval and include design plans and details in the construction drawings.

a. ENGINEER will review all available information regarding the Project and develop an information request for the COUNTY in table format.
b. Incorporate the information provided in response to the information request.
c. Design Water Quality BMPs
d. Prepare a draft and final WPAP for TCEQ approval and include design plans and details in the construction drawings.

Submittal of the Final WPAP (original and copies) to the TCEQ office should be by appointment so that the application and project can be discussed with a TCEQ staff member and to ensure the application is administratively complete. Once determined administratively complete, TCEQ will provide a copy of the WPAP application to cities, groundwater conservation districts and counties in which the project is located. These entities will have 30 days to provide comments.

TCEQ will conduct an initial site assessment, and an evaluation of the plan to determine if the plan is technically adequate, complies with the Edwards Aquifer Protection Program rules and is generally protective of the Edwards Aquifer during and after construction. Typically, TCEQ has 60 days for its review and upon satisfaction of these conditions, will issue an approval letter. Construction activities may not commence prior to issuance of an approval letter by TCEQ.

Assumptions:

- The Geologic Assessment performed by Williamson County in July, 2014 will be included in the WPAP application. It is assumed that no further field activity will be necessary. Should an additional site visit be required, the COUNTY may request the ENGINEER perform SPECIFIED ADDITIONAL SERVICES, for which a scope and cost estimate will be provided at that time.

- There will be one iteration of the draft WPAP to be reviewed by the County. The final WPAP will include 6 hard copies submitted to TCEQ. Each copy will include a set of design plans for the Project.
- TCEQ permit fee (estimated to be $4,000) will be reimbursed by the County.

TASK 5 DELIVERABLES:

- Draft WPAP
- Final WPAP
- Drainage sheets will be included in PS&E Submittals listed in Task 10.6.

TASK 6 – SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION

6.1. Signing

The ENGINEER shall prepare drawings, specifications, and details for all signs. The ENGINEER shall coordinate with the City of Round Rock and COUNTY (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits. The ENGINEER shall:

a. Designate the shields to be attached to guide signs.

b. Illustrate and number the proposed signs on plan sheets.

c. Select each sign foundation from State Standards.

d. Summary of Quantities: Summary of Small Signs Table.

6.2. Pavement Marking

The ENGINEER shall detail permanent pavement markings and channelization devices on plan sheets. The ENGINEER shall coordinate with the City of Round Rock and COUNTY (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The ENGINEER shall select Pavement markings from the latest State standards.

The ENGINEER shall provide the following information on sign and pavement marking layouts:

a. Roadway layout.

b. Center line with station numbering.

c. Designation of arrow used on exit direction signs.

d. Culverts and other structures that present a hazard to traffic.

e. Location of utilities.

f. Existing signs to remain, to be removed, to be relocated or replaced.

g. Proposed signs (illustrated, numbered and size).

h. Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation.

i. Quantities of existing pavement markings to be removed.

j. Proposed delineators, object markers, and mailboxes.

k. The number of lanes in each section of proposed roadway and the location of changes in numbers of lanes.

l. Right-of-way limits.

m. Direction of traffic flow on all roadways.

n. Summary of Quantities: Removed and Proposed Pavement Markings.

6.3. Traffic Warrant Studies

The ENGINEER shall review recent traffic study conducted by COUNTY related to the project and shall perform a traffic signal warrant analysis using the methods outlined in TMUTCD to determine whether a traffic signal is needed at the intersection of Great Oaks Drive and Bushy Creek Road. If the intersection does not currently warrant a traffic signal, the approximate future year will be suggested in which the intersection may warrant a signal based on the growth rate.

Traffic Studies Previously Conducted by the COUNTY

1) Hairy Man Road and Great Oaks Drive Intersection Analysis, February 2016 (Atkins)

6.4. Traffic Signals

Pending results of the traffic signal warrant analysis, the ENGINEER shall identify and prepare Traffic Signal Plans for traffic signals. The ENGINEER shall confirm the power source for all signals and coordinate with the appropriate utility agency. Traffic Signal Plans must be signed and sealed by a Texas Registered Professional Engineer. The ENGINEER shall develop all quantities, general notes, specifications and incorporate the appropriate agency standards required to complete construction. Traffic signal poles, fixtures, signs, and lighting must be designed per current TxDOT Signal and Texas Manual on Uniform Traffic Control Devices (TMUTCD) standards.

The ENGINEER shall provide the following information in the Traffic Signal Plans:

1. Layout

   a. Estimate and quantity sheet
      - List of all bid items
      - Bid item quantities
      - Specification item number
      - Paid item description and unit of measure

   b. Basis of estimate sheet (list of materials)

   c. General notes and specification data.

   d. Condition diagram
      - Existing Highway and intersection design features
      - Roadside development
      - Traffic control (Existing Roadway Signs and Pavement Markings) including illumination if any

   e. Plan sheet(s)
      - Existing roadway signs and pavement markings
      - Existing utilities
      - Proposed traffic signal layout
      - Proposed Electrical Schedule and Sign Design
      - Proposed additional roadway signs and pavement markings at the intersection

   f. Notes for plan layout

   g. Phase sequence diagram(s)
      - Signal locations
      - Signal indications
      - Phase diagram
      - Signal sequence table
      - Flashing operation (normal and emergency)
      - Preemption operation (when applicable)
      - Contact responsible Agency to obtain interval timing, cycle length and offset

   h. Construction detail sheets(s)
      - Poles (State standard sheets)
      - Detectors
      - Pull Box and conduit layout

- Controller Foundation standard sheet
- Electrical chart

i. Marking details (when applicable)

j. Aerial or underground interconnect details (when applicable)

2. General Requirements
   - Contact local utility company
   - Confirm power source
   - Prepare governing specifications and special provisions list
   - Prepare project estimate

3. Summary of Quantities
   - Traffic Signal Summary Sheet

TASK 6 DELIVERABLES:
- Draft Traffic Warrant Study
- Final Traffic Warrant Study
- Task 6 sheets will be included in PS&E Submittals listed in Task 10.6.

TASK 7 – MISCELLANEOUS SERVICES

The ENGINEER shall provide the following services:

7.1. Retaining Walls and Miscellaneous Structures

a. The ENGINEER shall develop each retaining wall design and determine the location of each soil boring needed for the foundation design of each retaining wall in accordance with the County's Geotechnical requirements and the TxDOT Geotechnical Manual. Retaining walls are assumed to be Mechanically Stabilized Earth (MSE) Walls. The ENGINEER shall submit early in the plan preparation the retaining wall layouts to obtain approval from the COUNTY. For stage construction, the ENGINEER shall determine limits of temporary retaining walls to be shown on the TCP.

b. The ENGINEER shall prepare the retaining wall layouts showing plan and profile or retaining walls for design by a State approved vendor. The ENGINEER is responsible for design of geometry and wall global stability. The ENGINEER shall incorporate a slope of 4:1 or flatter from the existing and finished ground line elevation to the face of the retaining wall.

c. The ENGINEER shall provide layouts (scale 1"=20', horizontal 1:1, vertical 2:1), elevations, quantity estimate, summary of quantities, typical cross sections, structural details and standard details of all retaining walls within the project. Approximate lengths of the four (4) permanent retaining walls expected as shown on the schematic are:

- Wall along north side of Brushy Creek Rd/Hairy Man Road (700LF)
- Wall along west side of Great Oaks Drive, south of intersection (200LF)
- Wall along east side of Great Oaks Drive, south of intersection (250LF).
- Wall along south side of Brushy Creek Rd/Hairy Man Road (350LF)

The ENGINEER shall determine if any additional walls are required and verify the need for and length of the retaining walls as shown on the schematic. Design and details for additional walls shall be considered as additional work.

d. If applicable, the COUNTY will provide architectural standard drawings. The ENGINEER shall incorporate architectural standard drawings into design details. No special aesthetic features are anticipated for retaining wall structures; if the COUNTY does not provide architectural standards for walls, standard TxDOT details will be used.

The specific requirements for each item are as follows:

1. Layout Plan

- Designation of reference line
- Beginning and ending retaining wall stations
- Offset from reference line
- Horizontal curve data
- Total length of wall
- Indicate face of wall
- All wall dimensions and alignment relations (alignment data as necessary)
- Soil boring locations
- Drainage, signing, lightning, etc. that is mounted on or passing through the wall.
- Subsurface drainage structures or utilities which could be impacted by wall construction.

2. Elevation:

- Top of wall elevations
- Existing and finished ground line elevations
- Vertical limits of measurement for payment
- Type, limits and anchorage details of railing (only if Traffic Railing foundation standard is not being used on this project)
- Top and bottom of wall profiles plotted at correct station & elevation.
- Underdrains
- Soil improvements, if applicable
- Drainage, signing, lighting etc. as noted above
- Drainage structures and utilities as noted above

3. Sectional View:

- Reinforced volume
- Underdrain location
- Soil improvements, if applicable

4. Miscellaneous Details

ENGINEER will provide project specific details as needed to clarify intersection of retaining walls with pedestrian crossings, terminations of retaining walls, landing areas at the ends of bridge sidewalks, and other minor conditions as needed.

5. General Guidelines for Retaining Walls

The ENGINEER shall perform design calculations to check the external stability of the walls including slope stability, bearing, sliding and overturning and detail drawings in accordance with the standard requirements of the COUNTY and TxDOT.

7.2. Traffic Control Plan, Detours, Sequence of Construction

The ENGINEER shall prepare Traffic Control Plans (TCP) including Phase Layouts, TCP typical sections, Detour Plans, and standard details for the project. A detailed TCP must be developed in accordance with the latest edition of the TMUTCD. The ENGINEER shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent Engineers. The ENGINEER shall:

a. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers,

construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The ENGINEER shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The ENGINEER shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts and show the limits on the applicable TCP.

b. Coordinate with the COUNTY in scheduling a Traffic Control Workshop and submittal of the TCP for approval at 30% plan submission. The ENGINEER shall assist the COUNTY in coordinating mitigation of impacts to adjacent schools, emergency vehicles, pedestrians, bicyclists and neighborhoods.

c. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The ENGINEER shall notify the COUNTY in the event existing access must be eliminated, and must receive approval from the COUNTY prior to any elimination of existing access.

d. Design temporary drainage to replace existing drainage disturbed by construction activities or to drain detour pavement. The ENGINEER shall show horizontal and vertical location of culverts and required cross sectional area of culverts.

e. Prepare each TCP in coordination with the COUNTY. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs. The ENGINEER shall interface and coordinate phases of work, including the TCP, with adjacent Engineers, which are responsible for the preparation of the PS&E for adjacent projects.

f. Maintain continuous access to abutting properties during all phases of the TCP. The ENGINEER shall develop a list of each abutting property along its alignment. The ENGINEER shall prepare exhibits for and attend meetings with the public, as requested by the COUNTY.

g. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the ENGINEER shall notify the COUNTY in writing of the need and justification for such action. The ENGINEER shall identify and coordinate with all utility companies for relocations required.

h. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the

contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

i. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

j. Identify and delineate any outstanding ROW parcels.

k. Delineate areas of wetlands on traffic control plans.

7.3. Illumination

The ENGINEER shall design illumination for the two pedestrian crossings only. The ENGINEER shall coordinate with the COUNTY and Brushy Creek Municipal Utility District (MUD) to determine the location of proposed lighting in the tunnels. The ENGINEER shall refer to TxDOT's Highway Illumination Manual and other deemed necessary COUNTY approved manuals for design of safety lighting for all conventional, and underpass lighting. The ENGINEER shall provide a preliminary layout for initial review and approval by the COUNTY. The ENGINEER shall prepare circuit wiring diagrams showing the number of luminaries on each circuit, electrical conductors, length of runs, service pole assemblies. The ENGINEER shall integrate existing illumination within the project limits into the proposed design. The ENGINEER shall coordinate with the COUNTY and Brushy Creek MUD to provide conduit and outlets for future electrical service intended for security cameras to be installed by others.

7.4. Storm Water Pollution Prevention Plans (SW3P)

The ENGINEER shall develop SW3P, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SW3P must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

7.5. Compute and Tabulate Quantities

The ENGINEER shall compute and tabulate quantities using TxDOT or other locally preferred bid items, group summaries according to item type, and provide the summaries and quantities within all formal submittals.

7.6. Miscellaneous Structural Details

The ENGINEER shall provide necessary details required to supplement standard details. Assume four (4) sheets of details.

7.7. Pedestrian Crossings

The ENGINEER shall provide necessary design and details for two (2) pedestrian crossings. Pedestrian crossings are assumed to be below grade. One crossing is under Brushy Creek Road on the west side of the intersection; one crossing is under Great Oaks Drive on the south side of the intersection. Pedestrian crossings are assumed to be precast concrete culverts sized to use TxDOT standard drawings. Pedestrian crossings will meet current TDLR/ADA criteria.

7.8. Estimate

The ENGINEER shall prepare a construction cost estimate using locally preferred bid items and estimated unit prices in Excel format to accompany each submittal.

7.9. Specifications and General Notes

The ENGINEER shall identify necessary standard specifications, special specifications, special provisions and the appropriate reference items. The ENGINEER shall prepare General Notes from the County's Master List of General Notes, Special Specifications and Special Provisions for inclusion in the plans and bidding documents. The ENGINEER shall provide General Notes, list of Specifications by reference, Special Specifications and Special Provisions in the required format.

7.10. General Sheets

The ENGINEER shall prepare PS&E Title Sheet, Index of Sheets, and Project Layout Sheet.

7.11. Construction Contract Time Determination

The ENGINEER shall develop a construction schedule to determine construction contract time.

TASK 7 DELIVERABLES:

- Task 7 items will be included in PS&E Submittals listed in Task 10.6 following Williamson County checklists.

Task 8 – BRIDGE DESIGN

8.1. Bridge Layout

The ENGINEER shall prepare a bridge layout plan sheet (1" = 40') for the Great Oaks Bridge at Brushy Creek (estimated total length is 250ft). The ENGINEER shall determine the location of each soil boring needed for foundation design in accordance with the TxDOT Geotechnical Manual.

The ENGINEER shall comply with the COUNTY's Design Criteria Manual, and relevant sections of the latest edition of TxDOT's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailing Guide, and respective checklists, and the AASHTO LRFD Bridge Design Specifications. The bridge layout shall include bridge typical sections, structural dimensions, abutment and bent locations, superstructure and substructure types. The ENGINEER shall locate and plot all soil borings and utilities, show proposed retaining walls, and, for staged construction, indicate limits of existing bridge for removal and reconstruction.

In the bridge layout and design, the ENGINEER shall maximize the use of TxDOT bridge standard structure types and details where possible. No special aesthetic features are anticipated for the bridge structure or bridge railing; standard TxDOT details will be used.

8.2. Bridge Detail Summary

The ENGINEER shall prepare total bridge quantities, estimates, and summary sheets for the Great Oaks Bridge at Brushy Creek.

8.3. Bridge Structural Details

The ENGINEER shall prepare each structural design and develop detailed structural drawings of all required details in compliance with above-listed manuals and guidelines. The ENGINEER shall assemble and complete all applicable State Standard Details sheets.

Additionally, the ENGINEER shall:

- Perform calculations for design of bridge abutments.
- Perform calculations for bridge slab design.
- Perform calculations to determine elevations of bridge substructure and super structure elements.
- Perform calculations for bridge superstructure design.
- Prepare necessary foundation details sheets.
- Prepare plan sheets for abutment design.
- Prepare plan sheets for additional abutment details.
- Prepare framing plan.
- Prepare prestressed girder unit sheets.
- Compute and prepare tables for slab and bearing seat elevations, dead load deflections, etc.
- Prepare special provisions and special specifications in accordance to

the above-listed manuals and guidelines.

- Modify standards as required for project specific conditions (maximum 4 sheets anticipated).

TASK 8 DELIVERABLES:

- Task 8 items will be included in PS&E Submittals listed in Task 10.6 following Williamson County checklists.

Task 9 – ENVIRONMENTAL AND/OR PERMITTING SERVICES

The tasks below, in REQUIRED SERVICES, will be performed by the ENGINEER. It is assumed that the COUNTY will complete the following environmental tasks: Geologic Assessment, Karst Feature Survey, Threatened and Endangered Species Habitat Assessment (including Presence/Absence Surveys), and the RHCP Application. Therefore, these tasks are not included in this scope of work, but may be provided by the ENGINEER as additional work upon the COUNTY's request.

9.1. Preliminary Jurisdictional Determination of Waters of the United States

The ENGINEER will verify findings from the water resources assessment performed by Cox McLain for the COUNTY in September 2014 to confirm existing site conditions. The ENGINEER will conduct field investigations and prepare a Preliminary Jurisdictional Determination of Waters of the U.S. Report for the COUNTY in accordance with current federal delineation methodology including, but not limited to, the 1987 Corps of Engineers Wetland Delineation Manual and the latest Regional Supplement for the Great Plains Region. The Report format will include all necessary supporting appendices and forms. This effort includes one meeting with the GEC to ensure ENGINEER understands project limits and expectations.

a. Preliminary Data Collection—The ENGINEER will obtain and review pertinent data to identify potential waters of the U.S. within the project area. Sources include but are not limited to the following:

   - Aerial photographs
   - Soil surveys
   - Local and national hydric soils lists
   - U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) maps
   - U.S. Geological Survey (USGS) topographic maps
   - USGS National Hydrography Datasets (NHD)
   - Federal Emergency Management Agency (FEMA) maps

b. Field delineation — The ENGINEER will identify and delineate the boundaries of all potential waters of the U.S., including traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and special aquatic features including wetlands that are adjacent, abutting, or isolated to these waters. Methodology and documentation will be consistent with the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Regional Supplement for the Great Plains Region or the most recent U.S. Army Corps of Engineers (USACE) guidance, as applicable. During field activities, waters of the U.S., including wetlands, ordinary high water marks, etc., will be mapped using sub meter accurate Global Positioning System (GPS) equipment (such as a Trimble GeoXT). For each wetland, the ENGINEER will complete a minimum of one soil station inside and outside the wetland area and will complete additional soil stations as necessary in conformance with USACE guidance and industry best practices. The ENGINEER will complete all appropriate field data forms for inclusion in the report. In the event wetlands are not present, the ENGINEER will complete soil stations necessary to document existence of non-hydric soils and support the preliminary jurisdictional determination report. Upon request, the ENGINEER will provide electronic files (properly georeferenced in a coordinate system) for the boundaries of all waters of the U.S. identified in the field. The ENGINEER may provide either Geographic Information System (GIS) shapefiles or AutoCAD electronic files along with coordinate system documentation.

c. Report Preparation — The ENGINEER will prepare a Preliminary Jurisdictional Determination of Waters of the U.S. Report, which will be suitable for submittal to the USACE.

- Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

Deliverables

1. Preliminary Jurisdictional Determination of Waters of the U.S. Report

9.2. Section 404 Permitting Assessment and Recommendations Memorandum

The ENGINEER will prepare a memorandum which documents project impacts to potentially jurisdictional waters of the U.S., wetlands, and/or special aquatic sites. The memorandum will also state type of impact (e.g., fill vs. excavation), duration (e.g., temporary vs. permanent), estimated loss of waters of the U.S. or impact to waters of the U.S., and an assessment of Section 404 permitting requirements, mitigation alternatives, and other measures to reduce project impacts, as appropriate.

Based on the previous water resources assessment performed in September 2014 by Cox McLain for the COUNTY, project impacts were anticipated to be less than Nationwide Permit (NWP) Pre-Construction Notification (PCN) reporting thresholds (less than 0.10 acre of impacts to WOUS). Therefore, it was assumed that this project would be permitted as a non-reporting NWP 14, Linear Transportation Project (PCN not required). However, based on the Conceptual Design Drainage Report, dated March 13, 2017, channel improvements are recommended which would require stream channel excavation under the north end of the proposed bridge and within the proposed right of way. These channel improvements may result in permanent impacts to waters of the U.S. that exceed 0.50 acre. As such, it is anticipated that an Individual Permit (IP) application will be submitted to the USACE may be required prior to construction activities.

Additionally, the memorandum will state the findings and recommendations for all completed environmental assessments associated with USACE Section 404 Permitting (i.e., the Desktop Review for Archeological Resources and the Desktop Review for Historic Resources).

The memorandum will include any necessary figures and/or appendices to support the assessment pertaining to regulatory requirements under the Clean Water Act. Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009*. This task includes one meeting with the GEC to review Section 404 Permitting and Recommendations.

Deliverables

1. Section 404 Permitting Assessment and Recommendations Memorandum

9.3. Desktop Review for Archeological Resources

The ENGINEER will verify findings as documented in the Cultural Resources - Archeological Assessment previously performed in September 2014 by Cox McLain for the COUNTY to confirm existing site conditions.

The ENGINEER will perform a desktop review to inventory all previously-recorded archeological resources, as well as previous cultural resources surveys within 1 kilometer (km) (0.6 mile) of the project. The desktop review will be conducted by the ENGINEER in accordance with the provisions of the Secretary of the Interior's Standards, Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, the Antiquities Code of Texas, and standards set by the Council of Texas Archeologists (CTA). The review will be performed as part of an initial effort to identify the potential presence of significant archeological properties within the Area of Potential Effect (APE) in accordance with 36 CFR 60 and 13 TAC 26.

One meeting with the GEC is included in this effort to ensure ENGINEER understanding of project limits and expectations.

a. The ENGINEER will prepare a report summarizing the findings of the desktop review for archeological resources and recommendations for further work or no further work, with appropriate justifications. The report will include discussion of previously documented archeological sites and other cultural resources within 1 kilometer (km) (0.6 miles) of the project area. Explicit reference to the data maintained by the Texas Historical Commission (THC) Texas Archeological Sites Atlas, the National Register of Historic Places (NRHP), and State Antiquities Landmarks (SAL) will be included as appropriate.

b. Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

c. If additional archeological survey(s) are required by the THC or other reviewing agency as a result of the desktop review for archeological resources, the COUNTY may request the ENGINEER to perform SPECIFIED ADDITIONAL SERVICES, which are not included in this scope, prior to issuing a draft archeological resources survey report.

Deliverables

1. Desktop Review for Archeological Resources Report

9.4. Desktop Review for Historic Resources

The ENGINEER will verify findings from the Historical Assessment previously completed in September 2014 by Cox McLain for the COUNTY to confirm existing site conditions.

The ENGINEER will perform a desktop review to inventory all previously designated non-archeological historic resources within 1,300 feet from the project area. The desktop review will be conducted by the ENGINEER in accordance with the Secretary of the Interior's Standards, Section 106 of the NHPA, and the Antiquities Code of Texas. The review will be performed as part of an initial effort to identify the potential presence significant historic properties within the APE in accordance with 36 CFR 60. This effort includes one meeting with the GEC to ensure ENGINEER understanding of project limits and expectations.

a. The ENGINEER will prepare a report summarizing the findings of the desktop review for historic resources and recommendations for further work or no further work, with appropriate justifications. The report will include

discussion of previously designated historic properties within 1,300 feet of the project area to foster development of appropriate contextual analysis. Explicit reference to data maintained by the THC Texas Historic Sites Atlas, the NRHP database, and the TxDOT Historic Districts and Properties database as appropriate.

b. Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

c. If any additional survey for historic resources is required by the THC or other reviewing agency as a result of the desktop review for archeological resources, the COUNTY may request the ENGINEER to perform SPECIFIED ADDITIONAL SERVICES, which are not included in this scope, prior to issuing a draft historic resources survey report.

Deliverables

1. Desktop Review for Historical Resources Report

9.5. Phase I Environmental Site Assessment (ESA)

The Phase I ESA will be prepared consistent with the procedures included in American Society for Testing and Materials (ASTM) Practice E1527-13, Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. Elements of the Phase I ESA include a site visit, review of historical information, interviews with people familiar with the site including local government inquiries to obtain relevant information regarding the environmental conditions of the subject property, and review of compiled regulatory agency database information that may provide an indication of recognized environmental conditions, historical recognized environmental conditions, and environmental risk on or near the subject property. The COUNTY is the user of record. Reliance for the Phase I ESA will be "the COUNTY, its partner entities, and engineering design consultants."

a. Standard environmental record sources will be used to provide specified local, state, and federal regulatory lists information for potential sites of environmental concern located in the vicinity of the subject property. The ENGINEER will perform a database search that will be based upon ASTM specified standard record sources and search distance criteria. The ENGINEER may contract with a vendor to obtain the environmental database records. As needed, environmental records will be obtained from agencies with jurisdiction.

b. The ENGINEER will perform a site visit to determine the existence of potentially hazardous materials or substances, pits, ponds, lagoons, stained

soil, stressed vegetation, odors, uncontrolled dumping, and pools of liquid likely containing hazardous substances, discarded or unidentified substance containers or drums, and evidence of contamination to the extent possible given site specific access constraints. Topographic, geologic, hydrologic, and hydrogeologic conditions observed during the site reconnaissance to address contaminant migration routes.

c. The ENGINEER will conduct interviews with owners, occupants, or past owners or occupants, or others with knowledge of the uses and physical characteristics of the subject property, as necessary. The interviews will be conducted by telephone, mail, electronic communications, or in person during the site reconnaissance to obtain information pertaining to recognized environmental conditions of the subject property. Site questionnaires to key individuals with knowledge of the past history of the subject property will be developed and provided. Data collected and interviews performed will comply with ASTM Standard for Phase I Environmental Site Assessments E1527-13 and will meet EPA's all appropriate inquiry requirements.

d. The ENGINEER will conduct one meeting with the GEC to review any Recognized Environmental Concerns (RECs) in connection with the property and recommendations.

e. Based on the site reconnaissance, interviews, and records review, the ENGINEER will develop a report to meet the latest ASTM standards for Phase I ESAs. The report will include findings, opinions, conclusions, and recommendations based on the research performed and results of the investigations conducted. Recognized environmental conditions, de minimis, and potentially historic environmental conditions will be identified based on the data collected and the results of the investigations performed during the Phase I ESA. Data gaps, exceptions, deviations, and references will be provided as part of the Phase I ESA report. Any recommendations for additional work, not included in this scope, will be part of the transmittal letter and package sent to the COUNTY that contains the draft Phase I ESA report.

f. Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

Deliverables

1. Phase I Environmental Site Assessment Report completed per ASTM E1527-13 Standards

9.6. Agency Coordination (USACE Pre-Application Meeting)

Previous project impacts were anticipated to be less than NWP PCN reporting thresholds (less than 0.10 acre of impacts to WOUS); however, based on the Conceptual Design Drainage Report, dated March 13, 2017, channel improvements are recommended which would require stream channel excavation under the north end of the proposed bridge and within the proposed right of way. These channel improvements may result in permanent impacts to waters of the U.S. that exceed 0.50 acre. For this reason, this project may be authorized and permitted as an IP to the USACE. As such the ENGINEER will:

a. Prepare and submit a Pre-Application Meeting Request and Preliminary Jurisdictional Determination Form to the USACE Fort Worth District.

b. Schedule, prepare meeting materials, and participate in one joint agency meeting with the USACE in Fort Worth.

c. Conduct one meeting with the COUNTY and one coordination meeting with the USACE

d. Prepare Draft and Final Submittals in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

Deliverables

1. USACE Pre-Application Meeting Request Form and applicable figures to assist USACE with project design and determining appropriate permitting approach.

9.7. Individual Permit (IP)

Depending on the results of the Pre-Application Meeting;

a. It is anticipated that the ENGINEER would prepare and fully complete all required documents for a complete IP submittal, which includes the Engineering Form 4345, the most up-to-date USACE IP Application Submittal Form (acquired from the USACE Fort Worth District website), an Alternative Analysis which demonstrates the least environmentally damaging practicable alternative (LEDPA), a Compensatory Mitigation Plan, and other required applicable attachments. Theses IP documents will be suitable for USACE review

b. The ENGINEER would use the prepared Section 404 Assessment Memorandum (as stated in Required Services) to quantify impacts to waters

of the U.S. that were identified during the Preliminary Jurisdictional Determination of Waters of the U.S. Report.

c. The ENGINEER will use the Texas Rapid Assessment Method (TXRAM) Version 2.0 to determine the functional condition of the stream reach to be impacted to aide in determining the appropriate amount of mitigation credits required for purchase.

d. The ENGINEER would conduct two IP coordination meetings with the COUNTY.

e. After the IP submittal to the USACE Fort Worth District, the ENGINEER will respond to all comments/questions posed by the USACE interagency review team (IRT). This will require one coordination meeting with the COUNTY.

f. The ENGINEER will assist the USACE Project Manager during the issuance of the Public Notice, provide any support necessary, and respond to all comments/questions posed by public comment after the posting of the Public Notice.

Draft and Final Submittals will be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

Deliverables

1. Complete IP Application Package consisting of: Engineering Form 4345, the Individual Permit Application Submittal Form, and all required attachments in support of the application (i.e. Alternative Analysis and Compensatory Mitigation Plan).

2. USACE Interagency Review Team Response to Comment Matrix.

3. USACE Public Notice Response to Comment Matrix.

Assumptions:

- It is assumed that mitigation bank credits will be purchased for compensatory mitigation, as this approach aligns with the 2008 Compensatory Mitigation Rule [40 CFR Part 230], which establishes a preference hierarchy for mitigation options, where the most preferred option is purchasing mitigation bank credits.

- It is assumed the ENGINEER will respond to 1 round of IRT comments.

- It is assumed the ENGINEER will respond to 1 round of public comments.

- It is assumed that the COUNTY will prepare the TPWD Aquatic Resource Relocation Plan and conduct mussel surveys for any potential dewatering activities.

9.8. Intensive Archeological Survey

a. The ENGINEER would prepare a research design and antiquities permit application for review and signature by a COUNTY Representative. Upon COUNTY approval, the ENGINEER would submit the research design and antiquities permit application to the THC.

b. Upon approval of the research design and issuance of the antiquities permit by the THC, and at the COUNTY'S direction, the ENGINEER would conduct an intensive archeological survey of the APE. The ENGINEER will conduct the survey in accordance with current THC and CTA archeological survey standards for Texas.

c. The ENGINEER would complete a report summarizing the findings of the intensive archeological survey and recommendations for additional work, not included in this scope, if necessary. The report would include preliminary assessment of whether any resources meet standards for inclusion in the NRHP or for designation as an SAL.

d. The ENGINEER would hold one meeting with the COUNTY to coordinate this effort.

e. Draft and Final Submittals would be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009*.The final report would be suitable for submittal to the USACE and the THC. If either the USACE or the THC requests clarifications and/or alterations, the ENGINEER will accommodate the requests and provide revised copies of the materials required that properly address agency comments or concerns to the COUNTY.

f. Pursuant to 13 TAC 26.17, the ENGINEER would prepare for curation all collected artifacts, project notes, maps, photographs, and other documentary records for permanent curation at a Texas certified curatorial facility.

Deliverables

1. THC Antiquities Permit Application with Research Design Memorandum, Intensive Archeological Survey Report

9.9. Historic Resources Survey

a. Upon approval of the APE by the THC, and at the COUNTY'S direction, the ENGINEER would conduct a reconnaissance-level non-archeological historic resources survey of the APE. The ENGINEER would conduct the survey in compliance with Section 106 of the NRHP and the standards set forth by the THC for review of standing structures. A complete record of identified resources, survey conditions, and methods employed would be documented with digital photographs and field notes.

b. The ENGINEER would complete a report summarizing the findings of the historic resources reconnaissance survey and recommendations for additional work, not included in this scope, if necessary. The report would include an evaluation of all historic resources identified in the field and recommendations of whether any resources meet the standards for inclusion in the NRHP or for designation as an SAL. Draft and Final Submittals would be completed in accordance to the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

The final report would be suitable for submittal to the USACE and the THC. If either the USACE or the THC requests clarifications and/or alterations, the ENGINEER will accommodate the requests and provide revised copies of the materials required that properly address agency comments or concerns to the COUNTY.

Deliverables

1. Historic Resources Reconnaissance Survey Report

9.10. Due Diligence Summary Memo

The ENGINEER shall provide a Due Diligence Summary Memo which summarizes the findings of all environmental studies and permitting requirements.

Deliverables

1. Due Diligence Summary Memo

Right of entry (ROE) for surveys and necessary project assessments will be completed by the ENGINEER in compliance with the standards set within the *Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, dated January 2009.*

Status Reports, for each environmental task, will be completed monthly and submitted to the GEC.

Environmental Services Previously Conducted by the COUNTY

1) Constraints Map, June 2014 (Cox McLain)

2) Geologic Assessment, July 2014 (Pape-Dawson)

3) Alternative Analysis, Sept 2014 (Cox McLain)

Task 10 – PROJECT MANAGEMENT

10.1. General Project Management

The ENGINEER will be responsible for directing and coordinating all activities identified in this scope of work.

10.2. QA/QC

The ENGINEER shall review all work to assure that the work is in accordance with County requirements and that the work is completed in a timely and efficient manner. The ENGINEER will submit a project specific QA/QC Plan within 90 days of project work authorization approval.

10.3. Project Administration

1. Invoice and Progress Reports - The ENGINEER will prepare monthly progress reports. Invoices for all work completed during the period will be submitted monthly for work performed by the ENGINEER and all subconsultants in accordance with current County requirements and format. Monthly progress reports will include:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy them

2. Project Documentation – The ENGINEER will be responsible for maintaining the records of meetings, project information, and correspondence related to decision-making for the project.

3. Sub-consultant Management - The ENGINEER will prepare subcontracts for sub-consultants; monitor sub-consultant staff activities and adherence

to schedules; and review and recommend approval of sub-consultant invoices.

10.4. Progress/Coordination Meetings

1. The ENGINEER will conduct coordination meetings as needed (assume 2 meetings) with the COUNTY staff and project stakeholders to provide progress updates, review design issues, and obtain concurrence with design recommendations.

2. The ENGINEER will prepare meeting minutes and submit to the COUNTY Project Manager for review via e-mail within three working days of the meeting.

3. The ENGINEER will conduct internal coordination meetings with the project team as required to advance the design.

4. The ENGINEER will prepare exhibits for and participate in 2 public meetings.

5. The ENGINEER will coordinate with Brushy Creek MUD and Fern Bluff MUD, as directed by the COUNTY.

6. The ENGINEER will participate in a Design Review meeting with the COUNTY after each major plan submittal, as needed (30%, 60%, 90%, 100% - 4 meetings).

7. The ENGINEER will respond in writing to County review comments received after the 30%, 60%, 90% and 100% submittals.

10.5. Project Schedule

1. The ENGINEER will prepare a project schedule indicating tasks, subtasks, critical dates, milestones, deliverables, and County review requirements.

2. The ENGINEER will submit the schedule on a monthly basis with the project invoice indicating progress to date on each task and subtask. If substantial revisions to the schedule are anticipated, these revisions will be discussed at the next project progress meeting.

10.6. Deliverables

The ENGINEER will submit progress PS&E plans and information as required per the County's Plan Submittal Checklists. Refer to Williamson County Road Bond Program Plan Submittal Checklists dated October 2016 for electronic and hard copy deliverables required. Deliverables will be submitted at the following milestones:

1. 30% PS&E Design
2. 60% PS&E Design
3. 90% PS&E Design
4. 100% PS&E Design.
5. The ENGINEER will incorporate final comments from the 100% Design Review meeting and will submit signed and sealed plans for construction.

4. BIDDING AND AWARD PHASE SERVICES:

a. The ENGINEER will assist the COUNTY throughout the bidding process by attending the Pre-Bid Meeting and answering contractors' questions regarding the bidding documents.

b. The ENGINEER will prepare addenda as needed.

c. The ENGINEER will assist the COUNTY with bid tabulation and prepare a letter of recommendation to the COUNTY including the apparent low bidder and a recommendation of Contract Award.

CONSTRUCTION PHASE services will be provided in a separate Work Authorization.

ATTACHMENT C
WORK SCHEDULE

PS&E for the Great Oaks Bridge at Brushy Creek

This Work Authorization shall terminate on March 31, 2019, unless amended by a Supplemental Agreement.

➢ Notice to Proceed	5/1/2017
➢ Route & Design Studies	May 2017
➢ Geotechnical Services	May – Aug 2017
➢ Field Surveying	May – Aug 2017
➢ Roadway Design	May 2017 – May 2018
➢ Drainage	May 2017 – May 2018
➢ Signing, Marking	Aug 2017 – May 2018
➢ Miscellaneous Services	May 2017 – May 2018
➢ Bridge Design	May 2017 – May 2018
➢ Traffic Signal Development	Oct 2017 – May 2018
➢ Environmental and Permitting (includes 12 months for ACOE IP	May 2017 – Jan 2019
➢ Bidding and Award Phase	Jan 2019 – Mar 2019

Submittals	
➢ 30%	8/1/2017
➢ 60%	12/1/2017
➢ 90%	4/1/2018
➢ 100%	7/1/2018
➢ Final Submittal	9/1/2018
➢ Bid Tabulation and Letter of Recommendation of Contract Award	3/1/2019

EXHIBIT D - FEE SCHEDULE
SUMMARY

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

PROJECT NAME: Great Oaks Bridge at Brushy Creek PS&E

TASK DESCRIPTION	P.E. Structural Consultants, Inc.	Kennedy Consulting, Inc.	AECOM	Raba Kistner Consultants, Inc.	CobbFendley	Total Cost
Task 1 - ROUTE & DESIGN STUDIES	$ 4,955.00	$ 1,142.00				$ 6,097.00
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN	$ 1,060.00	$ -		$ 15,320.00		$ 16,380.00
Task 3 - FIELD SURVEYING	$ 1,895.00	$ 1,296.00			$ 43,520.00	$ 46,711.00
Task 4 - ROADWAY DESIGN CONTROLS	$ 14,415.00	$ 122,994.00				$ 137,409.00
Task 5 - DRAINAGE	$ 4,635.00	$ 7,232.00	$ 153,407.00			$ 165,274.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION	$ 1,900.00	$ 21,860.00	$ -		$ 30,240.00	$ 54,000.00
Task 7 - MISCELLANEOUS SERVICES	$ 85,210.00	$ 74,392.00	$ 7,934.00		$ 12,240.00	$ 179,776.00
Task 8 - BRIDGE DESIGN	$ 88,130.00	$ -	$ -			$ 88,130.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES	$ 6,425.00	$ -	$ 81,790.00			$ 88,215.00
Task 10 - PROJECT MANAGEMENT	$ 59,660.00	$ 29,360.00	$ 40,016.00		$ 4,470.00	$ 133,506.00
BID AND AWARD PHASE SERVICES	$ 5,610.00	$ 1,896.00	$ 2,040.00		$ 4,600.00	$ 14,146.00
LABOR COST	$ 273,895.00	$ 260,172.00	$ 285,187.00	$ 15,320.00	$ 95,070.00	$ 929,644.00
DIRECT COST	$ 2,770.30	$ 643.00	$ 24,513.80	$ 16,924.50	$ 1,266.50	$ 46,118.10
TOTAL COSTS	$ 276,665.30	$ 260,815.00	$ 309,700.80	$ 32,244.50	$ 96,336.50	$ 975,762.10
						check
TOTAL COSTS						$ 975,762.10

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

Date: 04/13/2017
PROJECT NAME: Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Senior QC Engineer	Senior Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-in-Training	Graduate Engineer	Senior CAD Manager	CAD Technician	Admin/Clerical			Total hours	Cost per Line Item
Task 1 - ROUTE & DESIGN STUDIES															
1.1 Data Collection and Field Reconnaissance	1		2	2	4		4							13	$ 1,660.00
1.2 Design Criteria	1	2	2		4		1							10	$ 1,330.00
1.3 Right of Way (ROW) Determination	1		4											5	$ 620.00
1.4 Preliminary Traffic Control Concept	1	1	2		4									8	$ 1,150.00
HOURS SUB-TOTALS	4	3	10	2	12	0	4	0	0	0	0			35	
CONTRACT RATE PER HOUR	$200.00	$185.00	$156.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$800.00	$555.00	$1,560.00	$290.00	$1,440.00	$0.00	$380.00	$0.00	$0.00	$0.00	$0.00			$5,955.00	
SUBTOTAL (Task 1)														$ 4,905.00	
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN															
2.1 Geotechnical Borings and Investigation	1		4						2					7	$ 1,000.00
HOURS SUB-TOTALS	1	0	4	0	0	0	0	0	2	0	0			7	
CONTRACT RATE PER HOUR	$200.00	$185.00	$156.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$200.00	$0.00	$624.00	$0.00	$0.00	$0.00	$0.00	$0.00	$240.00	$0.00	$0.00			$1,064.00	
SUBTOTAL (Task 2)														$1,064.00	
Task 3 - FIELD SURVEYING															
3.1 Survey Geotechnical Boring Locations			2											2	$ 310.00
3.2 Design Topographic Survey to supplement Survey performed previously	1		2	1										4	$ 665.00
3.3 Survey Control			1	1											$ 300.00
3.4 ROW Mapping Services	1		2						1						$ 630.00
HOURS SUB-TOTALS	2	0	7	2	0	0	0	0	1	0	0			12	
CONTRACT RATE PER HOUR	$200.00	$185.00	$156.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$400.00	$0.00	$1,092.00	$290.00	$0.00	$0.00	$0.00	$0.00	$120.00	$0.00	$0.00			$1,902.00	
SUBTOTAL (Task 3)														$1,902.00	
Task 4 - ROADWAY DESIGN CONTROLS															
4.1 Geometric Design	2		2	2	2									8	$ 1,240.00
4.2 Roadway Design			1						1					2	$ 270.00
4.3 Typical Sections	1		2	2					2					7	$ 1,040.00
4.4 Cross Streets	1		1	1					1					4	$ 620.00
4.5 Cut and Fill Quantities			1											1	$ 155.00
4.6 Pedestrian and Bicycle Facilities	4	4	6	8	8	8	8		8	16				70	$ 8,435.00
4.7 Horizontal Alignment Data Sheet			1											1	$ 155.00
4.8 Removal Plans	1		4	4					4					13	$ 1,820.00
4.9 Superelevation Table			1											1	$ 155.00
4.10 Miscellaneous Roadway Details			1											1	$ 155.00
4.11 Intersection Grade Sheet			1											1	$ 155.00
4.12 Standard Details			1											1	$ 155.00
HOURS SUB-TOTALS	9	4	23	17	10	8	8	0	16	16	0			116	
CONTRACT RATE PER HOUR	$200.00	$185.00	$156.00	$145.00	$120.00	$105.00	$95.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$1,800.00	$740.00	$3,588.00	$2,465.00	$1,200.00	$840.00	$760.00	$0.00	$1,920.00	$1,360.00	$0.00			$14,673.00	
SUBTOTAL (Task 4)														$14,673.00	

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

Date: 04/13/2017
PROJECT NAME: Great Oaks Bridge at Brushy Creek

Task 5 - DRAINAGE															
5.1 Data Collection			2	2									4	$	600.00
5.2 Drainage Report		1	2	2									5	$	785.00
5.3 Storm Drains		1	1	1									3	$	465.00
5.4 Cross-Drainage Structures		1	2										3	$	475.00
5.5 Temporary Drainage Facilities			2										2	$	310.00
5.6 Scour Analysis		1	1	1									3	$	465.00
5.7 PSLE Development for Hydraulics	1	1	2	4									8	$	1,255.00
5.8 Water Quality and BMP Design			1	1									2	$	320.00
HOURS SUB-TOTALS	1	5	12	11	0	0	0	0	0	0	0		30		
CONTRACT RATE PER HOUR	$200.00	$165.00	$156.00	$145.00	$120.00	$105.00	$85.00	$70.00	$120.00	$85.00	$80.00				
TOTAL LABOR COSTS	$200.00	$825.00	$1,872.00	$1,595.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$4,492.00		
SUBTOTAL (Task 5)													$4,492.00		

Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION															
6.1 Signing			1	2									3	$	475.00
6.2 Pavement Marking			1	2									3	$	475.00
6.3 Traffic Warrant Studies			1	2									3	$	475.00
6.4 Traffic Signals			1	2									3	$	475.00
HOURS SUB-TOTALS	0	4	8	0	0	0	0	0	0	0	0		12		
CONTRACT RATE PER HOUR	$200.00	$165.00	$156.00	$145.00	$120.00	$105.00	$85.00	$70.00	$120.00	$85.00	$80.00				
TOTAL LABOR COSTS	$0.00	$660.00	$1,248.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$1,908.00		
SUBTOTAL (Task 6)													$1,908.00		

Task 7 - BRIDGE LAYOUT SERVICES															
7.1 Retaining Walls and Miscellaneous Structures	8	16	16	24	24	32	48	32	80	80			360	$	36,540.00
7.2 Traffic Control Plan, Detours, Sequence of Construction	2	2	4										8	$	1,350.00
7.3 Illumination	1		2	2	2		2						9	$	1,185.00
7.4 Storm Water Pollution Prevention Plans (SW3P)	1		2		1								4	$	630.00
7.5 Compute and Tabulate Quantities	2	4	2	2	4	4	4	2	8	12			48	$	5,400.00
7.6 Miscellaneous Structural Details	2	4	4	4	8	8	8	8	16	32			94	$	10,800.00
7.7 Pedestrian Crossings	2	4	4	4	8	8	8	8	12	24			82	$	9,900.00
7.8 Estimate and Quantity Summaries	2	4	4	8	8	8	8		8	16			66	$	7,720.00
7.9 Specifications and General Notes	4	4	8	8	12				4	4			44	$	5,120.00
7.10 General Sheets	2	2	4		8		8		8	16			47	$	5,235.00
7.11 Construction Contract Time Determination	1	2	4		8	8							23	$	2,650.00
HOURS SUB-TOTALS	27	47	64	52	83	68	86	50	145	203	8		735		
CONTRACT RATE PER HOUR	$200.00	$165.00	$156.00	$145.00	$120.00	$105.00	$85.00	$70.00	$120.00	$85.00	$80.00				
TOTAL LABOR COSTS	$5,400.00	$7,755.00	$9,984.00	$7,540.00	$9,960.00	$7,140.00	$7,310.00	$3,500.00	$17,400.00	$17,255.00	$640.00		$86,884.00		
SUBTOTAL (Task 7)													$86,884.00		

Task 8 - BRIDGE DESIGN															
8.1 Bridge Layout and Phasing Details	4	8	4	4	12	8	12	8	24	36			120	$	13,340.00
8.2 Bridge Detail Summary	1	2	2	2	4	4	4	4	8	12			43	$	4,420.00
8.3 Bridge Structural Details	16	32	36	48	60	60	60	48	80	216			642	$	76,470.00
HOURS SUB-TOTALS	21	42	42	54	77	72	76	58	112	264	8		805		
CONTRACT RATE PER HOUR	$200.00	$165.00	$156.00	$145.00	$120.00	$105.00	$85.00	$70.00	$120.00	$85.00	$80.00				
TOTAL LABOR COSTS	$4,200.00	$6,930.00	$6,552.00	$7,830.00	$9,240.00	$7,560.00	$6,460.00	$4,060.00	$13,440.00	$22,440.00	$640.00		$89,752.00		
SUBTOTAL (Task 8)													$89,752.00		

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

Date: 04/13/2017
PROJECT NAME: Great Oaks Bridge at Brushy Creek

Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES															
9.1 Preliminary Jurisdictional Determination of Waters of the United States	1		2	2										5	$ 800.00
9.2 Section 404 Permitting Assessment and Recommendations Memo	1		2	2										5	$ 800.00
9.3 Desktop Review for Archeological Resources	1		0											2	$ 305.00
9.4 Desktop Review for Historic Resources	1		1											2	$ 305.00
9.5 Phase I Environmental Site Assessment (ESA)	1		2	2										5	$ 800.00
9.6 Agency Coordination	1		2	2							1			6	$ 960.00
9.7 Nationwide Permit Pre-Construction Notification (PCN)	1		2	2										5	$ 800.00
9.8 Intensive Archeological Survey			2											2	$ 310.00
9.9 Historic Resources Survey			1											1	$ 155.00
9.10 Summary Due Diligence Memo	1	2	2	2							1			8	$ 1,190.00
HOURS SUB-TOTALS	6	5	17	12	0	0	0	0	0	0	2			41	
CONTRACT RATE PER HOUR	$200.00	$185.00	$155.00	$145.00	$120.00	$105.00	$65.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$1,200.00	$925.00	$2,635.00	$1,740.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$120.00			$6,620.00	
SUBTOTAL (Task 9)														$6,620.00	

Task 10 - PROJECT MANAGEMENT															
10.1 General Project Management	12		24								4			40	$ 6,360.00
10.2 QA/QC (for 5 submittals)	10	20	15	20						10				75	$ 11,725.00
10.3.1 Project Administration - Invoice and Progress Reports	12		12								16			40	$ 5,220.00
10.3.2 Project Administration - Project Documentation	4		8	12	12						8			44	$ 5,700.00
10.3.3 Project Administration - Subconsultant Management	4		12											16	$ 2,860.00
10.4.1 Progress/Coordination Meetings - 2 meetings with County and Stakeholders	4		6		6						1			17	$ 2,540.00
10.4.2 Progress/Coordination Meetings - meetings w/utes	1		2			4					2			9	$ 1,050.00
10.4.3 Progress/Coordination Meetings - internal coordination meetings	2		4		2	2				2				12	$ 1,710.00
10.4.4 Progress/Coordination Meetings - 2 Public meetings	4		8	8						8	8			40	$ 5,080.00
10.4.5 Progress/Coordination Meetings - coord with Brushy Creek MUD & Fern Bluff MUD	2		8	8							2			18	$ 2,320.00
10.4.6 Progress/Coordination Meetings - Design Review meetings at 30, 60, 90, 100%			12											12	$ 1,860.00
10.4.7 Progress/Coordination Meetings - Formal comment response at 30, 60, 90, 100%	4	4	4	12							4			28	$ 4,080.00
10.5 Project Schedule	2		8								4			14	$ 1,880.00
10.6 Deliverables (PS&E plans and checklists at 30, 60, 90, 100, signed/sealed)	5	5	5	5	5	5			10	20	5			65	$ 7,325.00
HOURS SUB-TOTALS	66	29	129	63	29	11	5	0	30	29	50			429	
CONTRACT RATE PER HOUR	$200.00	$165.00	$155.00	$145.00	$120.00	$105.00	$65.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$13,200.00	$4,785.00	$19,530.00	$9,135.00	$3,480.00	$1,155.00	$325.00	$0.00	$3,600.00	$2,465.00	$3,000.00			$59,680.00	
SUBTOTAL (Task 10)														$59,680.00	

BIDDING AND AWARD PHASE SERVICES															
a. Attend Pre-bid meeting, answer contractors' questions	4		4											8	$ 1,420.00
b. Prepare Addenda	1	2	4	2	4					4	8	2		27	$ 3,205.00
c. Bid tabulation and Letter of Recommendation of Contract Award	1		2		4									7	$ 990.00
HOURS SUB-TOTALS	6	2	10	2	8	0	0	0	4	8	2			42	
CONTRACT RATE PER HOUR	$200.00	$165.00	$155.00	$145.00	$120.00	$105.00	$65.00	$70.00	$120.00	$85.00	$60.00				
TOTAL LABOR COSTS	$1,200.00	$330.00	$1,550.00	$290.00	$960.00	$0.00	$0.00	$0.00	$480.00	$680.00	$120.00			$5,610.00	
SUBTOTAL (Bid and Award)														$5,610.00	

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.

Date: 04/13/2017
PROJECT NAME: Great Oaks Bridge at Brushy Creek

DESCRIPTION													TOTAL HR BY TASK	TOTAL COST BY TASK
SUMMARY														
Task 1 - ROUTE & DESIGN STUDIES													36	$4,950.00
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN													7	$1,050.00
Task 3 - FIELD SURVEYING													12	$1,800.00
Task 4 - ROADWAY DESIGN CONTROLS													116	$14,210.00
Task 5 - DRAINAGE													30	$4,500.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION													12	$1,800.00
Task 7 - MISCELLANEOUS SERVICES													108	$16,200.00
Task 8 - BRIDGE DESIGN													855	$94,150.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES													41	$6,150.00
Task 10 - PROJECT MANAGEMENT													420	$63,000.00
BID AND AWARD PHASE SERVICES													42	$6,300.00
SUBTOTAL LABOR EXPENSES													2208	$271,800.00
OTHER DIRECT EXPENSES	**UNIT**	**# OF UNITS**	**COST/UNIT**											
Photocopies B/W (8.5 X 11)	sheet	1,500	$0.10											$150.00
Photocopies B/W (11 X 17)	sheet	1,500	$0.15											$225.00
Photocopies Color (8.5 X 11)	sheet	500	$1.00											$500.00
Photocopies Color (11 X 17)	sheet	400	$1.50											$600.00
Standard Postage	letter	20	$0.49											$9.80
Overnight Mail-letter size	each	10	$25.00											$250.00
Overnight Mail-oversized box	each	5	$35.00											$175.00
Mileage	mile	300	$0.535											$160.50
Large Scale color plotting	sq ft	100	$1.00											$100.00
Presentation boards (foam core, 36 x 48)	unit	0	$75.00											$0.00
														$0.00
														$0.00
														$0.00
SUBTOTAL DIRECT EXPENSES														$2,770.30

TOTAL LABOR COSTS	$271,800.00
NON-SALARY (OTHER DIRECT EXPENSES)	$2,770.30
GRAND TOTAL	$274,570.30

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Kennedy Consulting, Inc.

PROJECT NAME: Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Project Manager	Senior Prof 2	Senior Prof 1	Prof 2 / Senior Eng Tech	Prof 1 / Eng Tech	Admin / Clerical	Title 8	Title 9	Total hours	No. of Dwgs	Labor Hours per sheet
Task 1 - ROUTE & DESIGN STUDIES												
1.1 Data Collection and Field Reconnaissance		1	2			2				5	N/A	N/A
1.2 Design Criteria		1				1				2		
1.3 Right of Way (ROW) Determination										0		
HOURS SUB-TOTALS	0	2	2	0	0	3	0	0	0	7	0	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$416.00	$384.00	$0.00	$0.00	$342.00	$0.00	$0.00	$0.00	$1,142.00		
% DISTRIBUTION OF STAFFING	0.0%	28.6%	28.6%	0.0%	0.0%	42.9%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 1)										$1,142.00		
Task 3 - FIELD SURVEYING												
3.1 Survey Geotechnical Boring Locations										0		
3.2 Supplemental Design Survey			2			8				10		
3.3 Design Control										0		
3.4 Right of Way (ROW) Mapping Services										0		
HOURS SUB-TOTALS	0	0	2	0	0	8	0	0	0	10	0	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$0.00	$384.00	$0.00	$0.00	$912.00	$0.00	$0.00	$0.00	$1,296.00		
% DISTRIBUTION OF STAFFING	0.0%	0.0%	28.6%	0.0%	0.0%	114.3%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 3)										$1,296.00		
Task 4 - ROADWAY DESIGN CONTROLS												
4.1 Geometric Design		1	4	8	16	32				61		
4.2 Roadway Design & Plans		6	12	30	66	136				252	7	36
4.3 Typical Sections		4	8	16	32	64				124	5	24.8
4.4 Cross Streets		1	2	4	6	8				21	1	21
4.5 Cross Sections / Cut and Fill Quantities		4	8	16	32	64				124		
4.6 Pedestrian and Bicycle Facilities		2	4	8	24	40				78	2	39
4.7 Horizontal Alignment Data Sheet		1		1	2	6				10	1	10
4.8 Removal Plan		2	4	12	24	48				90	4	22.5
4.9 Superelevation Table		1	1	2		8				12	1	12
4.10 Miscellaneous Roadway Details		1	1	2	4	12				20	1	20
4.11 Intersection Grade Sheet		3	6	12	25	50				96	2	48
4.12 Standard Details			2			10				12	2	6
HOURS SUB-TOTALS	0	26	52	111	233	478	0	0	0	900	26	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$5,408.00	$9,984.00	$19,092.00	$34,018.00	$54,492.00	$0.00	$0.00	$0.00	$122,994.00		
% DISTRIBUTION OF STAFFING	0.0%	371.4%	742.9%	1585.7%	3328.6%	6828.6%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 4)										$122,994.00		

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Kennedy Consulting, Inc.

PROJECT NAME: Great Oaks Bridge at Brushy Creek

Task 5 - DRAINAGE												
5.1 Data Collection										0	N/A	N/A
5.2 Drainage Report										0		
5.3 Storm Drains		1		4		8				13		
5.4 Cross-Drainage Structures		1		4		8				13		
5.5 Temporary Drainage Facilities		1		4		8				13		
5.6 Scour Analysis										0		
5.7 PS&E Development for Hydraulics										0		
5.8 Water Quality and BMP Design		1		4		8				13		
HOURS SUB-TOTALS	0	4	0	16	0	32	0	0	0	52	0	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$832.00	$0.00	$2,752.00	$0.00	$3,648.00	$0.00	$0.00	$0.00	$7,232.00		
% DISTRIBUTION OF STAFFING	0.0%	57.1%	0.0%	228.6%	0.0%	457.1%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 5)										$7,232.00		

Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION												
6.1 Signing		2	4	10	18	36				70	7	10
6.2 Pavement Marking		2	4	12	24	48				90	7	12.9
6.3 Traffic Warrant Studies												
6.4 Traffic Signals												
HOURS SUB-TOTALS	0	4	8	22	42	84	0	0	0	160	14	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$832.00	$1,536.00	$3,784.00	$6,132.00	$9,576.00	$0.00	$0.00	$0.00	$21,860.00		
% DISTRIBUTION OF STAFFING	0.0%	57.1%	114.3%	314.3%	600.0%	1200.0%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 6)										$21,860.00		

Task 7 - MISCELLANEOUS SERVICES												
7.1 Retaining Walls and Miscellaneous Structures										0		
7.2 Traffic Control Plan, Detours, Sequence of Construction		4	12	25	68	136				245	16	15.3
7.3 Temporary Traffic Signals and Illumination										0		
7.4 Illumination										0		
7.5 StormWater Pollution Prevention Plans		1	4	8	16	32				61	5	12.2
7.6 Compute and Tabulate Quantities			4	10	24	48				86	6	14.3
7.7 Miscellaneous Structural Details										0		
7.8 Pedestrian Crossings		2	4	6	10	20				44	2	22.0
7.9 Estimate		4	4	6	8	8				30		
7.10 Specifications and General Notes			1	3	6	10				20	2	10.0
7.11 General Sheets		1	1	2	4	8				16	1	16.0
7.12 Construction Contract Time Determination		4	4	16	8	2				34		
HOURS SUB-TOTALS	0	16	34	76	144	264	0	0	0	536	21	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$146.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$3,328.00	$6,528.00	$13,416.00	$21,024.00	$30,096.00	$0.00	$0.00	$0.00	$74,392.00		
% DISTRIBUTION OF STAFFING	0.0%	228.6%	485.7%	1114.3%	2057.1%	3771.4%	0.0%	0.0%	0.0%			
SUBTOTAL (Task 7)										$74,392.00		

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Kennedy Consulting, Inc.

PROJECT NAME: Great Oaks Bridge at Brushy Creek

Task 10 - PROJECT MANAGEMENT												
10.1 General Project Management		4								4	N/A	N/A
10.2 QA/QC	2	8	8							18		
10.3 Project Administration	4	12					12			28		
10.4 Progress/Coordination Meetings		16	12		12	12				52		
10.5 Project Schedule		6		15						21		
10.6 Deliverables		2	6	15	10	22				55		
										0		
HOURS SUB-TOTALS	6	48	26	30	22	34	12	0	0	178	0	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$148.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$1,320.00	$9,984.00	$4,992.00	$5,160.00	$3,212.00	$3,876.00	$816.00	$0.00	$0.00	$28,360.00		
% DISTRIBUTION OF STAFFING	85.7%	685.7%	371.4%	428.6%	314.3%	485.7%	171.4%	0.0%	0.0%			
SUBTOTAL (Task 10)										$28,360.00		

BIDDING AND AWARD PHASE SERVICES												
a. Attend Pre-bid meeting, answer contractors' questions										0	N/A	N/A
b. Prepare Addenda		1	1		4	8				14		
c. Bid tabulation and Letter of Recommendation of Contract Award										0		
										0		
HOURS SUB-TOTALS	0	1	1	0	4	8	0	0	0	14	0	
CONTRACT RATE PER HOUR	$220.00	$208.00	$192.00	$172.00	$148.00	$114.00	$68.00	$1.00	$1.00			
TOTAL LABOR COSTS	$0.00	$208.00	$192.00	$0.00	$584.00	$912.00	$0.00	$0.00	$0.00	$1,896.00		
% DISTRIBUTION OF STAFFING	0.0%	14.3%	14.3%	0.0%	57.1%	114.3%	0.0%	0.0%	0.0%			
SUBTOTAL (Bid and Award)										$1,896.00		

DESCRIPTION										TOTAL COST BY TASK
SUMMARY										
Task 1 - ROUTE & DESIGN STUDIES										$1,142.00
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN										$0.00
Task 3 - FIELD SURVEYING										$1,298.00
Task 4 - ROADWAY DESIGN CONTROLS										$122,994.00
Task 5 - DRAINAGE										$7,232.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION										$21,860.00
Task 7 - MISCELLANEOUS SERVICES										$74,362.00
Task 8 - BRIDGE DESIGN										$0.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES										$0.00
Task 10 - PROJECT MANAGEMENT										$28,360.00
BID AND AWARD PHASE SERVICES										$1,896.00
SUBTOTAL LABOR EXPENSES										$260,172.00
OTHER DIRECT EXPENSES	UNIT	# OF UNITS	COST/UNIT							
Photocopies B/W (8 X 10)	sheet	0	$0.10							$0.00
Photocopies B/W (11 X 17)	sheet	1,000	$0.15							$150.00
Photocopies Color (8 X 10)	sheet	50	$1.00							$50.00
Photocopies Color (11 X 17)	sheet	100	$1.50							$150.00
Standard Postage	letter	0	$0.44							$0.00
Overnight Mail-letter size	each	3	$25.00							$75.00
Overnight Mail-oversized box	each	3	$35.00							$105.00
Mileage	mile	200	$0.565							$113.00
SUBTOTAL DIRECT EXPENSES										$643.00

TOTAL LABOR COSTS	$260,172.00
NON-SALARY (OTHER DIRECT EXPENSES)	$643.00
GRAND TOTAL	$260,815.00

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: AECOM
Date: 4/13/17
PROJECT NAME: Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	QA/QC	Scientist	JR Scientist	CAD Tech	Senior CAD Tech	Admin/Clerical	Cultural Resources Lead	Architectural Historian	Field Tech/ Investigator	Project Archeologist	Principal Engineer	Senior Project Manager/ Engineer	Senior Transportation Engineer	Project Engineer (PE)	Design Engineer	Engineer-in-Training	Total hours	Cost per Line Item	No. of Days	Labor Hours per sheet
Task 3 - [illegible]																				
3.1 Data Collection																			N/A	N/A
a. Survey additional survey (optional)												1	4			4	10	$ 1,371.00	N/A	
b. Review Survey w/Consult Pond Concept Plan											4	20	8			8	40	$ 5,710.00	N/A	
c. Design Criteria Tech Memo				4		8					8	16	2			8	46	$ 6,310.00	N/A	
3.2 Drainage Design																			N/A	N/A
a. Develop Hydrology Design Basis Summary												2				8	10	$ 1,371.00	N/A	
b. Modify Drain Tabulator Analysis											1	4	2		2	4	13	$ 1,771.00	N/A	
c. Incorporate Additional Survey in Existing Hydraulic Analysis												2				4	6	$ 822.00	N/A	
d. Analyze Existing Culvert Conditions (multiple)												4				8	12	$ 1,644.00	N/A	
e. Coordinate with Stakeholder Group on Overview of proposed Hydraulics											4	8	2		4	8	26	$ 3,551.00	N/A	
f. Coordination Discussions (Agency and Internal Projects)											2	12				12	26	$ 3,551.00	N/A	
g. Open Channel Conveyance Design - Preferred Pond Alternative											2	12				12	26	$ 3,551.00	N/A	
h. Roadway Hydraulic Grade Sheets												4	4			12	20	$ 2,117.00	N/A	
i. Update 30% Report Text/Figures				8	8	4					2	16				12	44	$ 4,812.00	N/A	
j. Develop QA/QC				8							4	20	4			16	44	$ 5,791.00	N/A	
k. Develop LOMR				4							2	20	4			12	42	$ 5,012.00	N/A	
3.3 Storm Drains																				
a. Develop Storm Drain Systems using GeoPak Drainage												8		40	20		68	$ 8,944.00	N/A	N/A
b. Locate and Size Storm Drain Inlets												2		16	6		24	$ 3,016.00	N/A	N/A
c-d. Optimize Design based on Hydraulic Grade Line (HGL)												2		8	12		22	$ 2,895.00	N/A	N/A
e.1. Determine Capacity of Existing Storm Drain System												2		8	12		22	$ 2,895.00	N/A	N/A
e.2. Evaluate Pipes and Inlets for Surcharge												2		12	8		22	$ 3,167.00	N/A	N/A
e.3. Determine Required Detention Volume and Associate Design Options												4		16	8		28	$ 3,938.00	N/A	N/A
e.4. Coordinate Planning Efforts with Stakeholder and Clients												16		12			28	$ 3,938.00	N/A	N/A
f.1. Identify Locations Requiring Manual Excavation Protection												2		8	4		14	$ 1,907.00	N/A	N/A
f.2. Identify Locations Requiring Temporary Special Shoring (15'+)												2		4	2		8	$ 1,096.00	N/A	N/A
f.3. Prepare Geometric Layouts for 15th (existing downhill / widening and 30th total LF)				8	12							4		8	12		44	$ 5,448.00	4	11
3.4 Cross Drainage Structures																				
a. Evaluate Drainage Areas and Flows												2		4	8		14	$ 1,768.00	N/A	N/A
b. Design Cross-drainage Structures												2		8	12		22	$ 2,895.00	N/A	N/A
3.5 Temporary Drainage Facilities				4	12							2		4	8		30	$ 3,340.00	2	15
3.6 Storm Sewer(s)											4	12			40		56	$ 6,864.00	N/A	
3.7 Right Development for Hydraulics																				
a. Prepare PS&E Package (items not covered specifically below)				12	8							4		12	16		44	$ 5,541.00	4	11
b. Culvert Cross Sections				8	12							4		8	16		42	$ 4,489.00	8	5.2
c. Drainage Area Maps				12	16							4		8	16		46	$ 4,756.00	4	8
d. Street Drain / Curb Pipe & Profiles				16	12							4		12	12		56	$ 6,864.00	2	16
e. Bend Appendix Standard Details				2	12							2		4	8		18	$ 1,441.00	10	1.8
f. Non-standard Inlet (incl. Inlays dock openings) / Manhole / Junction Box Details				16	12							12		24	16		80	$ 9,236.00	4	20
g. Miscellaneous Drainage Details				12	8							2		4	8		34	$ 3,794.00	2	17
h. Pipe Strength Requirements												2		4	8		14	$ 1,554.00	N/A	N/A
i. Drainage Overlay Schedule				4	2							2		4	8		20	$ 1,914.00	2	10
j. Identify Utility / Drainage Conflicts and Design to Mitigate Where Possible (Provided by County)												0		0	0		0	$ -	N/A	N/A
k. Preliminary Drainage Impacts to Pipe Facilities, Utilities, Driveways, Rail Yards, and CTB												4		12	8		24	$ 2,895.00	N/A	N/A
l. Existing Drainage Profiles at ROW				8	4							1		2	4		17	$ 1,917.00	N/A	N/A
m. Coordinate with Caltrans for Drainage Facility Requirements												2		4	2		8	$ 1,096.00	N/A	N/A
n. Hydraulic Data Sheets				12	12							4		12	12		52	$ 5,930.00	52	1
o. Details for Drainage at Rail Yards and Outfall Channels to ROW				16	12							8		8	16		60	$ 6,981.00	2	15
3.8 Water Quality and BMP Design																				
a. Develop Information Request		12					8										20	$ 1,598.00	N/A	N/A
b. Incorporate Information Provided		4	8				4										16	$ 1,644.00	N/A	N/A
c. Design Water Quality BMPs													4		16	24	44	$ 4,767.00	N/A	N/A
d. Develop and Submit WPAP	8	16			4	2	8					16				12	66	$ 10,206.00	N/A	N/A
HOURS SUB-TOTALS	8	28	8	248	183	8	16	0	0	0	28	171	110	0	264	348	1031	$ 103,867.00	96	
CONTRACT RATE PER HOUR	$ 128.50	$ 94.00	$ 83.00	$ 87.00	$ 144.00	$ 42.00	$ 111.00	$ 97.00	$ 73.00	$ 101.00	$ 125.00	$ 107.00	$ 131.00	$ 92.00	$ 105.00	$ 49.00				
TOTAL LABOR COSTS	$ 1,028.00	$ 2,632.00	$ 664.00	$ 21,576.00	$ 26,352.00	$ 336.00	$ 1,776.00	$ 0.00	$ 0.00	$ 0.00	$ 3,500.00	$ 18,297.00	$ 14,410.00	$ 0.00	$ 27,720.00	$ 17,052.00	$ 133,467.00			
SUBTOTAL [Task 3]																	$ 133,467.00			

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: AECOM
Date: 4/13/17
PROJECT NAME: Great Oaks Bridge at Shubby Creek

Task 1 - [illegible]																				
1.1 Retaining Walls and Miscellaneous Structures																	0	$ -	N/A	N/A
1.2 Traffic Control Plan, Detours, Sequence of Construction																	0	$ -		
1.3 Temporary Traffic Signals and Illumination																	0	$ -		
1.4 Demolition																	0	$ -		
1.5 Structurally Positive Pavement Joints																	0	$ -		
1.6 Concrete and Traffic Barriers					16								40		16	32	104	$ 6,864.00		
1.7 Identification (Structure Details)																	0	$ -		
1.8 Pedestrian Crossings																	0	$ -		
1.9 [illegible]																	0	$ -		
1.10 Specifications and General Notes													24		8	4	14	$ 1,456.00		
1.11 General Details																	0	$ -		
1.12 Construction Contract Time Determination																	0	$ -		
HOURS SUB-TOTALS	0	0	0	0	16	0	0	0	0	0	0	0	64	0	24	36	132	$ 7,320.00	$ -	
CONTRACT RATE PER HOUR	$126.00	$49.00	$66.00	$57.00	$104.00	$62.00	$112.00	$57.00	$73.00	$101.00	$104.00	$126.00	$103.00	$64.00	$103.00	$55.00				
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$1,664.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$6,592.00	$0.00	$2,472.00	$1,980.00	$11,708.00			
SUBTOTAL (Task 1)																	$7,320.00			

Task 2 - [illegible]																				
2.1 Cultural Resources Documentation of Visitors of the U.S. Capitol	8	40	24	12	4	8											96	$ 7,464.00	N/A	N/A
2.2 Section 404 Permitting Assessment and Recommendations Letter	4	16	8														28	$ 1,824.00		
2.3 Drafting Survey for Archeological Resources Report				4		8	16		24								52	$ 3,328.00		
2.4 Develop Survey for Historic Resources Report				4			8	24									36	$ 2,448.00		
2.5 Phase I Environmental Site Assessment Report	8	24	8	4		8											52	$ 3,544.00		
2.6 Agency Coordination (USACE)	4	16	12	8													40	$ 2,648.00		
2.7 Preparation of Draft EA Application, including all appendices and coordination	40	160	40	80	16	32	32					32					352	$ 23,872.00		
2.8 TAC Antiquities Permit Application preparation (Design Survey and Intensive Archeological Survey	8		4	8			4	80	80								184	$ 13,112.00		
2.9 Historic Resources Reconnaissance Survey Report	8		4	8	4	8	4	16									52	$ 3,184.00		
2.10 Cost Estimate Summary Memo	8	24	8	8		8											56	$ 3,976.00		
HOURS SUB-TOTALS	88	312	108	136	24	72	72	120	104	0	0	32	0	0	0	0	952	$ 67,400.00	$ -	
CONTRACT RATE PER HOUR	$126.00	$49.00	$66.00	$57.00	$104.00	$62.00	$112.00	$57.00	$73.00	$101.00	$104.00	$126.00	$103.00	$64.00	$103.00	$55.00				
TOTAL LABOR COSTS	$11,088.00	$15,288.00	$7,128.00	$7,752.00	$2,496.00	$4,464.00	$8,064.00	$6,840.00	$5,328.00	$0.00	$0.00	$4,032.00	$0.00	$0.00	$0.00	$0.00	$67,400.00			
SUBTOTAL (Task 2)																	$67,400.00			

Task 10 - [illegible]																				
10.1 General Project Management						12						36	16				64	$ 6,544.00	N/A	N/A
10.2 QA/QC						4						20	20		20		64	$ 11,200.00		
10.3 Project Administration						8											8	$ -		
10.4 Progress/Coordination Meetings						8						24	24		24		80	$ 8,240.00		
10.5 Project Schedule																	0	$ -		
10.6 Delegations					24	16						24	16		48	32	160	$ 17,760.00	$ -	24.2
																	0			
HOURS SUB-TOTALS	0	0	0	0	24	44	0	0	0	0	0	104	76	0	92	32	376	$ 43,744.00	$ -	
CONTRACT RATE PER HOUR	$126.00	$49.00	$66.00	$57.00	$104.00	$62.00	$112.00	$57.00	$73.00	$101.00	$104.00	$126.00	$103.00	$64.00	$103.00	$55.00				
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$2,496.00	$2,728.00	$0.00	$0.00	$0.00	$0.00	$0.00	$13,104.00	$7,828.00	$0.00	$9,476.00	$1,760.00	$37,392.00			
SUBTOTAL (Task 10)																	$37,392.00			

EXHIBIT D-PER SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: AECOM
Date: 4/13/17
PROJECT NAME: Great Oaks Bridge at Brushy Creek

Additional Additional Project Services																			
a. Attend Project meetings, (Prime contractor spending TxDOT time will not attend)																			
b. Prepare Addenda																			
c. Bid tabulation and Letter of Recommendation of Contract Award																			
HOURS SUB-TOTALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
CONTRACT RATE PER HOUR	$ 134.00	$ 84.00	$ 84.00	$ 87.00	$ 104.00	$ 62.00	$ 117.00	$ 87.00	$ 71.00	$ 107.00	$ 134.00	$ 103.00	$ 84.00	$ 143.00	$ 48.00				
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
SUBTOTAL (list per Area)																			

DESCRIPTION																TOTAL UNITS BY TASK	TOTAL COST BY TASK
SUMMARY																	
Task 1 - ROUTE & DESIGN STUDIES																	
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN																	
Task 3 - FIELD SURVEYING																	
Task 4 - ROADWAY DESIGN CONTROLS																	
Task 5 - DRAINAGE																	
Task 6 - ROADWAY, Demolition, Maintenance AND ROW UTILITY																	
Task 7 - MISCELLANEOUS SERVICES																	
Task 8 - BRIDGE DESIGN																	
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES																	
Task 10 - PROJECT MANAGEMENT																	
ADD ADDITIONAL PHASE SERVICES																	
SUBTOTAL LABOR EXPENSES																	
Direct Expenses	**UNIT**	**# OF ITEMS**	**COST/UNIT**														
Mileage (IRS rate)	mile		$0.00														
Photocopies B/W (8 X 11) (Water Quality and SW3P Design)	sheet	700	$0.10														
Photocopies B/W (11 X 17) (Water Quality and SW3P Design)	sheet	300	$0.15														
Photocopies B/W (11 X 17) (Roadway, Drainage)	sheet	1,410	$0.15														
Drainage Report Photocopies Color (8 X 11)	sheet	135	$1.00														
Drainage Report Photocopies Color (11 X 17)	sheet	24	$1.50														
Standard Postage	letter		$0.49														
Overnight Mailer/Air ans	each	2	$25.00														
Overnight Mail-overnight box (Water Quality and SW3P Design)	each	1	$30.00														
FEMA CLOMR fee	each	1	$6,420.00														
FEMA LOMR fee	each	1	$4,808.00														
Estimated TCEQ Permit Fee	each	1	$4,000.00														
Mileage	daily	1,410	$0.535														
Phone / Database Search Report	each	1	$50.00														
Blueprint Fee	unit	16	$44.00														
TAAS, typeset top 1st drawer	unit	1	$425.00														
Video	unit	2	$150.00														
Per Diem	unit	1	$30.00														
Equipment/Specialty Rental	unit	1	$2,000.00														
SUBTOTAL DIRECT EXPENSES																	

TOTAL COST	
Add SALARY (OTHER DIRECT EXPENSES)	
Grand Total	

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Rabe Kistner ConsuRants

PROJECT NAME: Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Principal Engineer	Senior Engineer	Project Manager	Project Engineer	Staff Engineer	Engineer in Training	Senior CAD Tech	CAD Tech	Admin/Clerical	Geologist	Environmental Scientist	Archeologist	Senior Technician	Total Hours	Cost per Line Item
Task 1 - ROW/GENERAL SURVEY AND PAYMENT DESIGN															
2.1.a Geotechnical Drilling, Logging, Testing + Coordination with Surveyor			1	1	2	4				60				68	$ 7,364.00
2.1.b Preparation of Report			3	4		10	4		5					26	$ 2,780.00
2.1.c Preparation of Soil Boring Plan Sheet			1	1		4								6	$ 678.00
2.1.d Preparation of Bridge Design Recommendations and Shaft Capacity Curves + Coordination with Structural Engineer			1	6	1	1								9	$ 1,175.00
2.1.e Preparation of Foundation Crossing Foundation Studies			1	3	1	1								6	$ 630.00
2.1.f Slope Stability Analyses + Coordination with Wall Designer			2	6	3	4								15	$ 1,838.00
2.1.g Preparation of Pavement Design and embankment analysis			1	6										7	$ 644.00
HOURS SUB-TOTALS	0	0	10	26	7	24	4	0	5	60	0	0	0	137	
CONTRACT RATE PER HOUR	$200.00	$200.00	$175.00	$130.00	$140.00	$90.00	$95.00	$80.00	$85.00	$110.00	$105.00	$110.00	$85.00		
TOTAL LABOR COSTS	$0.00	$0.00	$1,750.00	$3,380.00	$980.00	$2,160.00	$380.00	$0.00	$425.00	$6,600.00	$0.00	$0.00	$0.00	$16,335.00	
SUBTOTAL (Task 2)														$16,335.00	

DESCRIPTION													TOTAL MH BY TASK	TOTAL COST BY TASK
SUMMARY														
Task 1 - ROUTE & DESIGN STUDIES													0	$0.00
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN													137	$16,335.00
Task 3 - FIELD SURVEYING													0	$0.00
Task 4 - ROADWAY DESIGN CONTROLS													0	$0.00
Task 5 - DRAINAGE													0	$0.00
Task 6 - SIGNING, PAVEMENT MARKINGS AND MODIFICATION													0	$0.00
Task 7 - MISCELLANEOUS SERVICES													0	$0.00
Task 8 - BRIDGE DESIGN													0	$0.00
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES													0	$0.00
Task 10 - PROJECT MANAGEMENT													0	$0.00
BIDDING AND AWARD PHASE SERVICES													0	$0.00
SUBTOTAL LABOR COSTS													137	$16,335.00
OTHER DIRECT EXPENSES	Unit	# Of Units	Cost/Unit											
Drilling Operations														$0.00
Mobilization of Drill Rig (Min Charge)	mile	40	$4.00											$160.00
Rock Augering (soil)	LF	0	$15.00											$0.00
Rock Augering (soft rock)	LF	66	$19.00											$1,045.00
Nx Core Drilling - (Soft Rock)	LF	0	$32.00											$0.00
Nx Core Drilling - (Hard Rock)	LF	0	$43.00											$0.00
Wet Rotary	LF	305	$21.00											$6,405.00
SPT Field Penetrations	each	20	$22.00											$440.00
TCP Field Penetrations	each	40	$36.000											$1,440.00
Grout Backfill (Backfill the upper 10 ft of each boring)	LF	110	$3.200											$352.00
Driller Standby	hour	1	$225.000											$225.00
Traffic Control (at cost)	day	4	$850.000											$3,400.00
Staking/Logging/Coordination														$0.00
Logger Truck Charge	each	5	$67.20											$336.00
Laboratory Tests														$0.00
Atterberg Limits	each	15	$83.00											$1,245.00
Moisture Content (at 5 ft intervals)	each	40	$13.00											$520.00
Minus 200-mesh Sieve	each	4	$59.00											$236.00
Unconfined Compression (Soil)	each	0	$43.00											$0.00
Unconfined Compression (Rock)	each	0	$61.00											$0.00
Hydrometer	each	0	$273.00											$0.00
Sieve Analysis washed through No. 40	each	0	$66.00											$0.00
Sieve Analysis washed through No. 200	each	2	$60.000											$120.00
Soil Box Resistivity	each	0	$264.000											$0.00
CBR(M/D with 5 Specimen)	each	1	$791.000											$791.00
SUBTOTAL DIRECT EXPENSES														$16,324.00

TOTAL LABOR COSTS	$16,335.00
NON-SALARY (OTHER DIRECT EXPENSES)	$16,324.00
GRAND TOTAL	$32,659.00

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Cobb/Fendley

PROJECT NAME: Great Oaks Bridge at Brushy Creek

TASK DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Technician I	Technician II	Technician III	LSLS	RPLS	3-Man Crew	2-Man Crew	1-Man Crew			Total hours	Cost per Line Item	No. of Days	Labor Hours per sheet
Task 1 - FIELD SURVEYING																	
1.1 Survey Geotechnical Boring Locations					8			8		16				24	$ 2,760.00	N/A	N/A
1.2 Design Topographic Survey to supplement Survey performed previously					24			4		32				60	$ 7,800.00		
1.3 Survey Control					76			17		26				119	$ 13,600.00		
1.4 ROW Mapping Services					16			24		32				112	$ 16,240.00		
HOURS SUB-TOTALS	0	0	0	0	252	0	0	53	0	86	0			317		0	
CONTRACT RATE PER HOUR	$240.00	$200.00	$125.00	$80.00	$140.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00						
TOTAL LABOR COSTS	$0.00	$0.00	$0.00	$0.00	$35,280.00	$0.00	$0.00	$8,480.00	$0.00	$12,040.00	$0.00			$45,800.00			
SUBTOTAL (Task 1)														$45,800.00			

Task 5 - [illegible] PAVEMENT MARKINGS AND SIGNALIZATION																	
5.1 Signing														0	$ -	N/A	N/A
5.2 Pavement Marking														0	$ -		
5.3 Traffic Warrant Studies	4		20	16										40	$ 4,960.00		
5.4 Traffic Signals	8	8	104	104										224	$ 26,280.00		
HOURS SUB-TOTALS	0	0	124	120	0	0	0	0	0	0	0			264		0	
CONTRACT RATE PER HOUR	$240.00	$200.00	$125.00	$80.00	$140.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00						
TOTAL LABOR COSTS	$1,920.00	$1,600.00	$15,500.00	$9,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$31,520.00			
SUBTOTAL (Task 5)														$31,520.00			

Task 7 - [illegible] ARBOR MARKER																	
7.1 Retaining Walls and Miscellaneous Structures															$ -	N/A	N/A
7.2 Traffic Control Plan, Detours, Sequence of Construction															$ -		
7.3 Illumination	3	11	70											84	$ 17,340.00		
7.4 Stormwater Pollution Prevention Plans														0	$ -		
7.5 Compute and Tabulate Quantities														0	$ -		
7.6 Miscellaneous Structural Details														0	$ -		
7.7 Pedestrian Crossings														0	$ -		
7.8 Estimate														0	$ -		
7.9 Specifications and General Notes														0	$ -		
7.10 General Sheets														0	$ -		
7.11 Construction Contract Time Determination														0	$ -		
HOURS SUB-TOTALS	3	11	70	0	0	0	0	0	0	0	0			84		0	
CONTRACT RATE PER HOUR	$240.00	$200.00	$125.00	$80.00	$140.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00						
TOTAL LABOR COSTS	$720.00	$2,200.00	$8,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$12,240.00			
SUBTOTAL (Task 7)														$12,240.00			

Task 10 - PROJECT MANAGEMENT																	
10.1 General Project Management	1													1	$ 240.00	N/A	N/A
10.2 QA/QC		6												6	$ 1,440.00		
10.3 Project Administration	3													3	$ 630.00		
10.4 Progress/Coordination Meetings	3	3												6	$ 1,140.00		
10.5 Project Schedule	0													0	$ -		
10.6 Deliverables	2		4											6	$ 930.00		
														0	$ -		
HOURS SUB-TOTALS	9	9	4	0	0	0	0	0	0	0	0			21		0	
CONTRACT RATE PER HOUR	$240.00	$200.00	$125.00	$80.00	$140.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00						
TOTAL LABOR COSTS	$2,160.00	$1,800.00	$500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$4,460.00			
SUBTOTAL (Task 10)														$4,460.00			

BIDDING AND AWARD PHASE SERVICES																	
a. Attend Pre-bid meeting, answer contractors' questions	2		2											4	$ 840.00	N/A	N/A
b. Prepare Addenda	2		4											6	$ 1,170.00		
c. Bid tabulation and Letter of Recommendation of Contract Award	6		12											18	$ 2,760.00		
														0	$ -		
HOURS SUB-TOTALS	10	0	20	0	0	0	0	0	0	0	0			30		0	
CONTRACT RATE PER HOUR	$240.00	$200.00	$125.00	$80.00	$140.00	$120.00	$225.00	$160.00	$160.00	$140.00	$120.00						
TOTAL LABOR COSTS	$2,400.00	$0.00	$2,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00			$4,800.00			
SUBTOTAL (Bid and Award)														$4,800.00			

EXHIBIT D-FEE SCHEDULE

PRIME PROVIDER NAME: P.E. Structural Consultants, Inc.
Sub Provider Name: Cobb/Fendley

PROJECT NAME: Great Oaks Bridge at Brushy Creek

DESCRIPTION													TOTAL MH BY TASK	TOTAL COST BY TASK
SUMMARY														
Task 1 - ROUTE & DESIGN STUDIES														
Task 2 - GEOTECHNICAL SERVICES AND PAVEMENT DESIGN														
Task 3 - FIELD SURVEYING														
Task 4 - ROADWAY DESIGN CONTROLS														
Task 5 - DRAINAGE														
Task 6 - SIGNING, PAVEMENT MARKING AND SIGNALIZATION														
Task 7 - MISCELLANEOUS SERVICES														
Task 8 - BRIDGE PLANS														
Task 9 - ENVIRONMENTAL AND/OR PERMITTING SERVICES														
Task 10 - PROJECT MANAGEMENT														
BID AND AWARD PHASE SERVICES														
SUBTOTAL LABOR EXPENSES														
OTHER DIRECT EXPENSES	Unit	# OF UNITS	COST/UNIT											
Photocopies B/W (8.5 X 11)	sheet	100	$0.10											
Photocopies B/W (11 X 17)	sheet	200	$0.15											
Photocopies Color (8.5 X 11)	sheet		$1.00											
Photocopies Color (11 X 17)	sheet	15	$1.50											
Standard Postage	letter		$0.49											
Overnight Mail letter size	each	6	$26.95											
Overnight Mail oversized box	each		$35.95											
Mileage	mile	400	$0.535											
Data Collection / Traffic Count	each	1	$4,000.00											
SUBTOTAL DIRECT EXPENSES														

TOTAL COSTS	
NON-SALARY (ODC) DIRECT EXPENSES	
GRAND TOTAL	

Commissioners Court - Regular Session **24.**

Meeting Date: 05/09/2017

GT Inner Loop at WilCo Central Maintenance Bridgefarmer Contract Amendment No 4

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Contract Amendment No. 4 to the GT Inner Loop @ WilCo Central Maintenance project between Williamson County and Bridgefarmer & Associates, Inc. relating to the 2013 Road Bond Program.

Background

This contract amendment increases the compensation cap by $30K from $330,000.00 to $360,000.00

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

GTInnerLoop@WilCoCentralMain-ContractAmendment4-Bridgefamer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 08:02 AM
Form Started By: Marie Walters		Started On: 05/03/2017 05:25 PM
Final Approval Date: 05/04/2017		

RECEIVED
MAY 02 2017
BY: DSI

CONTRACT AMENDMENT NO. 4
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

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

THIS CONTRACT AMENDMENT NO. 4 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Bridgefarmer & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective December 22, 2016 (the "Contract");

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

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $330,000; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

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

1. The Compensation Cap under Article 5 of the Contract is hereby increased from $330,000 to $360,000.

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

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

ENGINEER:

By: _____
Signature

M. Mansoor Ahsan, P.E.
Printed Name

Chief Executive Officer
Title

04/27/17
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

OK
MM 5/3/2017

Commissioners Court - Regular Session **25.**

Meeting Date: 05/09/2017

Discuss consider and take appropriate action on Change Order No 2 to contract number IFB1607-101

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

Department: Unified Road System

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Change Order No. 2, to contract number IFB 1607-101, in the amount of $49,478.64 for the Milling and Overlay for Ronald Reagan Blvd Phase I and Phase II.

Background

This change order balances the contract quantities and increases the total contract amount by $49,478.64. With this change order, and payment of a final invoice, this project will be satisfactorily completed.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Change Order No. 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:56 AM
Form Started By: Daribel Texidor		Started On: 05/04/2017 11:03 AM
Final Approval Date: 05/04/2017		

RECEIVED

APR 10 2017

DEPT. OF INFRASTRUCTURE

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 2

1. CONTRACTOR: **Lone Star Paving**

2. Change Order Work Limits: Sta. **138+05** to Sta. **FM 3405**

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

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

Project: ***IFB -1607-101***

Roadway: ***Ronald Reagan Blvd***

Purchase Order Number:

5. Describe the work being revised:

Quantities adjusted due to differing site conditions.

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

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

8. New Special Provisions 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 04/05/17

By Randall Rosenbaum

Typed/Printed Name Randall Rosenbaum

Typed/Printed Title Sr. P.M.

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$49,478.64**

RECOMMENDED FOR EXECUTION:

Project Manager Construction Observer — 4/10/17 Date

Design Engineer — 4/11/17 Date

Program Manager — 4/17/17 Date

Design Engineer's Seal:

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: 2 **Project # IFB -1607-101**

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
160-6003	FURNISHING AND PLACING TOPSOIL (4")	SY	$1.50	18,361.00	$27,541.50	(2,288.67)	16,072.33	$24,108.50	($3,433.01)
164-6033	DRILL SEEDING (PERM) (RURAL) (SANDY)	SY	$1.50	18,361.00	$27,541.50	(2,288.67)	16,072.33	$24,108.50	($3,433.01)
166-6001	FERTILIZER	AC	$1,000.00	4.00	$4,000.00	(0.68)	3.32	$3,320.00	($680.00)
168-6001	VEGETATIVE WATERING	MG	$20.00	2,277.00	$45,540.00	(2,154.50)	122.50	$2,450.00	($43,090.00)
316-6175	AGGR (TY-B GR-4 SAC-B)	CY	$65.00	1,056.00	$68,640.00	(96.00)	960.00	$62,400.00	($6,240.00)
316-6466	ASPH (CHFRS-2P OR CRS-2P)	GAL	$3.75	42,447.00	$159,176.25	1,713.00	44,160.00	$165,600.00	$6,423.75
341-6028	D - GR HMA TY - C PG70 - 22	TON	$112.00	660.00	$73,920.00	1.71	661.71	$74,111.52	$191.52
341-6043	D - GR HMA TY - D PG70 - 22	TON	$70.00	13,341.00	$933,870.00	1,322.32	14,663.32	$1,026,432.40	$92,562.40
354-6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$7.00	2,507.00	$17,549.00	1,824.98	4,331.98	$30,323.86	$12,774.86
354-6021	PLANE ASPH CONC PAV (0" TO 2")	SY	$4.00	5,470.00	$21,880.00	417.95	5,887.95	$23,551.80	$1,671.80
354-6024	PLANE ASPH CONC PAV (2" TO 4")	SY	$9.00	4,000.00	$36,000.00	(183.06)	3,816.94	$34,352.46	($1,647.54)
500-6001	MOBILIZATION	LS	$7,500.00	2.00	$15,000.00	0.00	2.00	$15,000.00	$0.00
502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	$1,500.00	2.00	$3,000.00	0.00	2.00	$3,000.00	$0.00
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	$0.75	3,038.00	$2,278.50	(2,425.00)	613.00	$459.75	($1,818.75)
662-66111	WK ZN PAV MRK SHT TERM (TAB) TY Y - 2	EA	$0.75	1,631.00	$1,223.25	(667.00)	964.00	$723.00	($500.25)
666-6035	REFL PAV MRK TY I (W) 8" (SLD) (090MIL)	LF	$0.60	1,396.00	$837.60	1,048.00	2,444.00	$1,466.40	$628.80
666-6047	REFL PAV MRK TY I (W) 24" (SLD) (090MIL)	LF	$6.00	505.00	$3,030.00	(159.80)	345.20	$2,071.20	($958.80)
666-6053	REFL PAV MRK TY I (W) (ARROW) (090MIL)	EA	$125.00	5.00	$625.00	6.00	11.00	$1,375.00	$750.00
666-6077	REFL PAV MRK TY I (W) (WORD) (090MIL)	EA	$135.00	4.00	$540.00	6.00	10.00	$1,350.00	$810.00
666-6146	REFL PAV MRK TY I (Y) 24" (SLD) (090MIL)	LF	$5.00	321.00	$1,605.00	(5.35)	315.65	$1,578.25	($26.75)
666-6167	REFL PAV MRK TY II (W) 4" (BRK)	LF	$0.11	516.00	$56.76	504.00	1,020.00	$112.20	$55.44
666-6170	REFL PAV MRK TY II (W) 4" (SLD)	LF	$0.11	51,873.00	$5,706.03	(238.00)	51,635.00	$5,679.85	($26.18)
666-6178	REFL PAV MRK TY II (W) 8" (SLD)	LF	$0.23	1,396.00	$321.08	2,022.50	3,418.50	$786.26	$465.18
666-6182	REFL PAV MRK TY II (W) 24" (SLD)	LF	$2.00	505.00	$1,010.00	(159.80)	345.20	$690.40	($319.60)
666-6184	REFL PAV MRK TY II (W) (ARROW)	EA	$65.00	5.00	$325.00	4.00	9.00	$585.00	$260.00
666-6192	REFL PAV MRK TY II (W) (WORD)	EA	$75.00	4.00	$300.00	4.00	8.00	$600.00	$300.00
666-6205	REFL PAV MRK TY II (Y) 4" (BRK)	LF	$0.11	4,854.00	$533.94	(284.00)	4,570.00	$502.70	($31.24)
666-6207	REFL PAV MRK TY II (Y) 4" (SLD)	LF	$0.11	21,045.00	$2,314.95	35,131.00	56,176.00	$6,179.36	$3,864.41
666-6214	REFL PAV MRK TY II (Y) 24" (SLD)	LF	$2.00	321.00	$642.00	(5.35)	315.65	$631.30	($10.70)
666-6299	RE PM W / RET REQ TY I (W) 4" (BRK) (090MIL)	LF	$0.30	516.00	$154.80	44.00	560.00	$168.00	$13.20
666-6302	RE PM W / RET REQ TY I (W) 4" (SLD) (090MIL)	LF	$0.30	51,873.00	$15,561.90	(248.00)	51,625.00	$15,487.50	($74.40)
666-6311	RE PM W / RET REQ TY I (Y) 4" (BRK) (090MIL)	LF	$0.30	4,854.00	$1,456.20	(4,854.00)	0.00	$0.00	($1,456.20)
666-6314	RE PM W / RET REQ TY I (Y) 4" (SLD) (090MIL)	LF	$0.30	21,045.00	$6,313.50	49,594.00	70,639.00	$21,191.70	$14,878.20
672-6007	REFL PAV MRKR TY I-C	EA	$5.00	70.00	$350.00	(5.00)	65.00	$325.00	($25.00)
672-6009	REFL PAV MRKR TY II-A-A	EA	$5.00	647.00	$3,235.00	684.00	1,331.00	$6,655.00	$3,420.00
672-6010	REFL PAV MRKR TY II-C-R	EA	$5.00	26.00	$130.00	56.00	82.00	$410.00	$280.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	$1.00	5,318.00	$5,318.00	(634.50)	4,683.50	$4,683.50	($634.50)
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	$4.00	84.00	$336.00	(19.00)	65.00	$260.00	($76.00)
	CO #1 ADDED 2" OVERLAY FROM 21+00 t46+50	TON	$70.00	2,402.90	$168,203.00	(362.70)	2,040.20	$142,814.00	($25,389.00)
	TOTALS				$1,656,065.76			$1,705,544.40	$49,478.64

CHANGE ORDER REASON(S) CODE CHART

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

Commissioners Court - Regular Session **26.**

Meeting Date: 05/09/2017

Resolution for Education Revenue Bonds Series 2017 for Orenda Education

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 any appropriate action regarding a Resolution approving Newark higher Education Finance Corporation Education Revenue bonds, Series 2017 (Orenda Education) for the benefit of Orenda Education in compliance with Section 147(f) of the Internal Revenue Code (Note: The bonds are not a liability of Williamson Count).

Background

The bonds will be issued for Orenda Education for the purpose of constructing and equiping education related facilities. A list is included in the attached resolution. Section 147(f) of the Internal Revenue Code requires that the governmental unit in which the facility is located approve the bonds. Documentation is attached showing that they have met the requirement of a public hearing following reasonable public notice. They are not a liability of the County and a representative for Orenda Education will be in Commissioners Court to answer questions.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Resolution for Orenda Bonds Series 2017

Public Hearing Orenda Bonds Series 2017

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/02/2017 09:22 AM
Form Started By: Julie Kiley		Started On: 04/28/2017 12:52 PM
Final Approval Date: 05/02/2017		

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

We, the undersigned officers of the Williamson County, Texas (the "*County*"), hereby certify as follows:

1. The Commissioners Court of the County convened in a regular meeting on _____, 2017 (the "*Meeting*"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said Commissioners Court, to wit:

Dan A. Gattis	County Judge
Terry Cook	Commissioner, Precinct 1
Cynthia Long	Commissioner, Precinct 2
Valerie Covey	Commissioner, Precinct 3
Larry Madsen	Commissioner, Precinct 4

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

RESOLUTION APPROVING NEWARK HIGHER EDUCATION FINANCE CORPORATION EDUCATION REVENUE BONDS SERIES 2017 (ORENDA EDUCATION) FOR THE BENEFIT OF ORENDA EDUCATION

(the "*Resolution*") was duly introduced for the consideration of said Commissioners Court. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the Commissioners Court shown present above voted "Aye," except as provided below:

NAYS: __

ABSTENTIONS: __

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said Commissioners Court's minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Commissioners Court 's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the

above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Commissioners Court as indicated therein; that each of the officers and members of said Commissioners Court was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the County Judge of the County has approved and hereby approves the aforesaid Resolution; that the County Judge and the County Clerk of the County have duly signed said Resolution; and that the County Judge and the County Clerk hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED AND SEALED _____, 2017.

County Clerk	County Judge

(SEAL)

RESOLUTION APPROVING NEWARK HIGHER EDUCATION FINANCE CORPORATION EDUCATION REVENUE BONDS SERIES 2017 (ORENDA EDUCATION) FOR THE BENEFIT OF ORENDA EDUCATION

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

WHEREAS, the Newark Higher Education Finance Corporation ("*Corporation*") created by the City of Newark, Texas has adopted a resolution authorizing the issuance of Newark Higher Education Finance Corporation Education Revenue Bonds Series 2017 (Orenda Education) (the "*Bonds*") in the maximum principal amount of $26,000,000 the proceeds of which will be loaned to Orenda Education for the purpose of (1) the construction, equipment and renovation of a K-4 Learning Center, 5-8 Learning Center, gymnasium, elementary playscape, athletic field, grandstands, kitchen, and certain roads, courtyards and walkways at Gateway College Preparatory School located at 3360 Westinghouse Road, Georgetown, Texas, 78626, (2) the acquisition of the Kingsland School, which the Borrower is currently leasing, located at 136 Real Street, Kingsland, Texas 78639, and the construction and equipment of an additional K-8 Learning Center thereon (the "*Project*"), (3) funding a debt service reserve fund, and (4) paying a portion of the costs of issuance of the Bonds;

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the "*Code*") requires that the issuance of any qualified 501(c)(3) obligations be approved by either the governing body of the County or the chief elected executive officer of the County after a public hearing following reasonable public notice;

WHEREAS, attached hereto as Exhibit A is a Notice of Public Hearing (the "*Public Notice*") which was published in a newspaper of general circulation in the County as required by section 147(f) of the Code which public hearing was conducted by the Corporation and no member of the public appeared at the hearing to express his or her views on the Project; and

THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

Section 1. The County hereby specifically approves the Bonds and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code and for no other purpose and is not to be construed as an undertaking by the County. The Bonds shall not constitute a liability, an indebtedness or obligation of the County nor shall any of the assets of the County be pledged to the payment of the Bonds.

Section 2. This Resolution shall become effective immediately upon its passage.

EXHIBIT A

NOTICE OF PUBLIC HEARING

CERTIFICATE OF PUBLIC HEARING OFFICER
REGARDING PUBLIC HEARING (INTERNAL REVENUE CODE § 147(f))

NEWARK HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
SERIES 2017
(ORENDA EDUCATION)

I, the undersigned, do hereby make and execute this certificate for the benefit of all persons interested in the issuance of the referenced bonds (collectively, the "Bonds").

I hereby certify as follows:

1. I am the duly appointed hearing officer for the public hearing which was held in connection with the issuance of the Bonds at the time and place indicated in the Notice of Public Hearing included in **Exhibit A** attached hereto.

2. Notice of the public hearing was published no less than 14 days before the date of the public hearing in *The Williamson County Sun/Sunday Sun* and *The Llano News*, as evidenced by the Affidavits of Publication of the Notice of Public Hearing attached hereto as **Exhibit A**.

3. All persons appearing at the public hearing were given an opportunity to comment on the proposed issuance of the Bonds and the project to be financed with proceeds of the Bonds. No such persons appeared or made comments except as is set forth on **Exhibit B** attached hereto.

4. After giving all interested persons an opportunity to appear and comment, the public hearing was declared closed.

WITNESS MY HAND this 19th day of April, 2017.

Hearing Officer

Exhibit A - Affidavit of Publication of the Notice of Public Hearing
Exhibit B - Names and Comments of Persons Attending Public Hearing

EXHIBIT A

AFFIDAVIT OF PUBLICATION OF THE NOTICE OF PUBLIC HEARING

Affidavit of Publisher to Publication of Legal Notice

THE STATE OF TEXAS
COUNTY OF WILLIAMSON
IN THE MATTER OF

Orrick
Notice of Public Hearing
Newark Higher Education Finance Corporation
Education Revenue Bonds Series 2017

The Williamson County Sun/Sunday Sun, newspapers of general circulation, have been continuously and regularly published for a period of not less than one year in the County of WILLIAMSON, Texas, preceding the date of the above-referenced notice, as provided in the Texas Probate Code for the services of citation or notice by publication. Said notice was published in said paper as follows:

First insertion 5th day of April, 2017
Second insertion _____ day of April, 2017
Third insertion _____ day of April, 2017
Fourth insertion _____ day of April, 2017

Newspaper Representative

Subscribed and sworn to before me, this
6th day of April, 2017.

Witness my hand and official seal.

Rosita Elsom, Notary Public
My Commission Expires February 11, 2019

ROSITA ELSOM NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-11-2019

NOTICE OF PUBLIC HEARING
NEWARK HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS, SERIES 2017
(ORENDA EDUCATION)

Notice is hereby given of a public hearing to be held on behalf of the Newark Higher Education Finance Corporation on April 19, 2017, at 10:00 a.m. in the Corporate Office Board Room, Orenda Education, 2951 Williams Drive, Georgetown, Texas 78628, with respect to the captioned Bonds to be issued in an aggregate principal amount not to exceed $26,000,000 by the Newark Higher Education Finance Corporation. The proceeds of the Bonds will be loaned to Orenda Education, a Texas nonprofit corporation (the "Borrower"), for the following purposes: (1) the construction, equipment and renovation of a K-4 Learning Center, 5-8 Learning Center, gymnasium, elementary playscape, athletic field, grandstands, kitchen, and certain roads, courtyards and walkways at Gateway College Preparatory School located at 3360 Westinghouse Road, Georgetown, Texas, 78626 (2) the acquisition of the Kingsland School, which the Borrower is currently leasing, located at 136 Real Street, Kingsland, Texas 78639, and the construction and equipment of an additional K-8 Learning Center thereon (collectively, the "Project"), (3) funding a debt service reserve fund, and (4) paying a portion of the costs of issuance of the Bonds. The Project will be owned and operated by the Borrower. The Bonds are not payable out of taxes and are secured by and payable solely from funds provided by the Borrower.

The public hearing will be conducted by Ted Christensen or his designee (the "Hearing Officer"). All interested persons are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (817) 488-8477. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

PUBLISHER'S AFFIDAVIT

NOTICE OF PUBLIC HEARING

NEWARK HIGHER EDUCATION FINANCE CORPORATION
EDUCATION REVENUE BONDS
SERIES 2017
(ORENDA EDUCATION)

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The public hearing will be conducted by Ted Christensen or his designee (the "Hearing Officer"). All interested persons are invited to attend such public hearing to express their views with respect to the Project and the Bonds. Any interested persons unable to attend the hearing may submit their views in writing to the Hearing Officer prior to the date scheduled for the hearing at fax number (817) 488-8477. This notice is published and the hearing is held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

THE STATE OF TEXAS,
COUNTY OF LLANO

On this 5th day of April 2017
Personally appeared before me the undersigned authority John Verser who states that he is the editor of *The Llano News*, published at Llano, Texas, Llano County, and upon being duly sworn by me on oath states that the attached advertisement is a true and correct copy of advertising published in said newspaper in 1 ~~consecutive~~ issue(s) therefore on the following dates(s):

4-05-17

and that the rate charged does not exceed the lowest rate charged by this publication for classified/public notice advertising nor the lowest rate charged commercial customers for similar advertising.

Editor of *The Llano News*

SUBSCRIBED AND SWORN to before this
5th day of April 2017
Carol M Sheppard
Notary Public in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
CAROL M. SHEPPARD
My Commission Expires
July 13, 2018

EXHIBIT B

NAMES AND COMMENTS OF PERSONS ATTENDING PUBLIC HEARING

Jose A. Gaytan Jr., VP at BOK Financial – attended with no comments

Commissioners Court - Regular Session **27.**

Meeting Date: 05/09/2017

ATS Service Contract

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 approving service contract with ATS Engineers, Inspectors and Surveyors to provide building inspections for the Williamson County Sheriff's Office Training Center project and authorize the County Judge to sign.

Background

The attached agreement has been made at the request of the Facilities Department for ATS to provide building inspections outside of the scope of the original project that are required. This contract has a not to exceed amount of $5000. 3 quotes were sought for the service with ATS returning the best price.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Contract

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/03/2017 04:22 PM
County Judge Exec Asst.	Wendy Coco	05/04/2017 08:02 AM
Form Started By: Thomas Skiles		Started On: 05/01/2017 01:42 PM
Final Approval Date: 05/04/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR BUILDING INSPECTION
(Williamson County Sheriff's Training Center)

THIS SERVICES CONTRACT (hereinafter "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 **Eileen Merritt, Inc. d/b/a ATS Engineers** with offices at 4910 West Hwy 290, Austin, Texas 78735, (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.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. As described in the attached Proposal/Quotation, dated April 11, 2017 and designated Exhibit "A," which is incorporated herein as if copied in full.

Should The County choose to add services in addition to those described in Exhibit "A", such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

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 for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph X below.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum for the specific project herein. **The not-to-exceed amount under this agreement is $5,000.00, 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.

IV.

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)*	$ 500,000	$ 500,000
Aggregate policy limits:	$1,000,000	

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.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Quotation, dated Proposal/Quotation, dated April 11, 2017 and marked Exhibit "A," which is incorporated herein as if copied in full; and

B. Any required insurance certificates evidencing required coverages.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

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.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	Julia Molle
Authorized Signature	Authorized Signature
_____	Julia Molle
Printed Name	Printed Name
Date: _____, 2017	Date: May 1st, 2017

Exhibit "A"
Proposal/Quotation
(dated April 11, 2017 and incorporated herein as if copied in full)

eileen merritt, inc.'s
ATS
Engineers
Inspectors
& Surveyors
FIRM REG. #2487
TBPLS FIRM REG. #10126000

4910 West Hwy 290
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and
Residential Engineering

Structural
Civil
Mechanical
Electrical
Plumbing

Rehabilitation Designs

Commissioning Services

Property Condition
Inspections

Surveying

Texas Accessibility
Standards (ADA)
Compliance Reviews
& Inspections

Certified Code
Compliance Inspectors
& Plan Reviewers

Construction Consulting

Proposal 17-0020-I

Date: 04/11/2017

To: Williamson County Facilities
Attn: Bob Lubecker
Project Manager
O: 512-943-1625
C: 815-341-6271
Re: Williamson County Sherriff's Training Center
Building Inspections

Dear Mr. Lubecker,

Thank you for allowing ATS an opportunity to provide you with a proposal for ICC Code Inspection services. It is our current understanding that you are requesting inspections of the building, plumbing, electrical and mechanical systems at this facility. This schedule outlines the expected services and presents a fee schedule for services. It is our understanding that inspection of the fire-related components and special inspections will be provided by others.

ATS proposes to provide third-party ICC Code inspections for the Williamson County Sherriff's Training Center. The purpose of the inspections are to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

The inspections listed below shall take place prior to cover up.

- Plumbing Rough Inspection (In Slab)
- Water Distribution Piping Inspection (In Slab)
- Sheathing Inspection (Exterior)
- Mechanical Rough Inspection (Walls and ceiling)
- Electrical Rough Inspection (Walls and ceiling)
- Plumbing Top Out Inspection (Walls and ceiling)
- Frame Inspection (Non-load bearing portion, structural by others)
- Insulation Inspection
  Wallboard Inspection (Interior)
- Final Building, Mechanical, Electrical and Plumbing Inspection

Reporting:

- ATS provides next-day Inspections
- ATS Offers On-line Reports 24/7
- ATS Sends E-mail conformation of all Inspections scheduled each day
- ATS sends e-mailed reports of each completed inspection each day
- ATS offers Scheduling App for Android

We appreciate you considering ATS for your inspection needs. If this fee schedule meets with your approval, please complete and return the included authorization form. Again, thank you for the opportunity to partner with Williamson County.

ATS Proposal

Inspection Services
Inspections are provided on a next day basis by calling 512-328-6995 x158, or emailing requests to scheduler@ats-engineers.com. A confirmation e- mail is sent each morning describing the inspection requested, assigned Inspector and contact information. A follow-up e-mail can also be provided at the conclusion of each inspection that describes the findings. We can send this directly to the owner if desired. It is understood others will perform all Special Inspections described within Chapter 17 of the adopted code.

ATS Inspections_____$250.00 per inspection trip*
Engineer's Consultation (if required)_____$85.00/hr.

***Project Assumptions**

- Combination inspections will be performed where applicable.
- The proposed fee is based upon an assumed inspection of approximately 1-hour in duration, including travel time, on-site project coordination, inspection report documentation, and code research. Additional time is proposed at $75.00/hour.

ATS typically provides inspections on a next business day turnaround basis. However, it is understood that additional notice maybe required on this project and next day service may, in some instances, not be available. Special Inspections are the responsibility of the Design Professional in Responsible Charge.

We appreciate you considering ATS for this project. If this proposal meets with your approval, please sign in the space provided and return a copy to us for our files. ATS will not commission work on a project until we have received the required documentation. If authorization to proceed is given later than four weeks from the date of this proposal, the above fees and timelines will no longer be valid and a new fee and schedule will be required. If you have any question about this proposal, please do not hesitate to contact us.

Sincerely,

Dondi Atwell
Inspections Department Manager

AUTHORIZATION

Name (please print)	Signature		Date
Street Address	City	State	Zip
Telephone Number	Email Address		

By signing above, the signatory agrees to be responsible for the engineering fees outlined in this proposal. The signatory is aware that additional charges may be assessed if significant changes are made to the architecture after project commencement or if payment is not received within 30 days from the invoice date, and that there is a fee for returned checks. ***In order for the signatory to obtain the benefit for a fee which includes a lesser amount for risk funding, the signatory agrees to limit ATS's liability arising from ATS's professional acts, errors or omissions such that the total liability of ATS shall not exceed ATS's total fees for the services rendered on the project.*** Any certificate or design created by ATS Engineers cannot be altered or duplicated in any way or used for anything other than the intended purpose of the original generated document. Any alterations or duplications made to a certified or signed ATS Document could be deemed void or may be subject to an additional fee.

eileen merritt, inc./s
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Engineers
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Commercial and Residential Engineering

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Proposal 17-0020-I

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Sincerely,

Dondi Atwell
Inspections Department Manager

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Name (please print)	Signature		Date
Street Address	City	State	Zip
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Commissioners Court - Regular Session **28.**

Meeting Date: 05/09/2017

Sale of Ridgmar property

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting bids received for IFB 1703-151, Sale of Ridgmar Landing Property.

Background

The decision was made that at this time, it is in the best interest of Williamson County to reject all bids received.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Form Started By: Kerstin Hancock		Started On: 05/02/2017 02:17 PM
Final Approval Date: 05/03/2017		

Commissioners Court - Regular Session **29.**

Meeting Date: 05/09/2017

Cancellation of Custodial Services contract

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take any necessary action to approve termination of custodial services contract (BuyBoard # 472-14) with Eagle Maintenance Co. Inc. d/b/a Service Master Clean and authorize County Judge to sign 30-day notice letter of termination.

Background

After the Facilities Department met with Eagle Maintenance and addressed ongoing issues, a 30-day time period was given to the vendor to correct the issues. It is the decision of the Facilities Department to cancel the contract effective June 9, 2017.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Cancellation Service Master

original custodial contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 04:07 PM
Form Started By: Kerstin Hancock		Started On: 05/02/2017 02:22 PM
Final Approval Date: 05/03/2017		

OFFICE OF WILLIAMSON COUNTY JUDGE

710 MAIN STREET, SUITE 200
GEORGETOWN, TEXAS 78626
(512) 943-1550 PHONE♦ (512) 943-1662 FAX

May 9, 2017

Via electronic mail: j.cortez1@verizon.net
ServiceMaster Clean by Eagle Maintenance Co., Inc.
Attn: Mr. Jesus Cortez
1501 Summit Ave., Ste. 1
Plano, Texas 75074

In re: ***Notice of Contract Termination (BuyBoard Custodial Services #472-14)***

To Whom It May Concern:

As you are aware, Williamson County is currently in a contract with your company for custodial services. The Williamson County Commissioners Court, as the legislative body for the county, has decided to make changes in this category of services, including the present contract. Pursuant to the Master Contract (Williamson County Services Contract) Paragraph X, which allows for termination, the controlling contract states as follows:

> **This Contract 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.**

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 or Friday, June 9, 2017.

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

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT FOR CUSTODIAL SERVICES (Eagle Maintenance Co. Inc. d/b/a ServiceMaster Clean) (BuyBoard Contract #472-14)

THIS SERVICES CONTRACT (hereinafter "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 **Eagle Maintenance Co. Inc. d/b/a ServiceMaster Clean**, (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.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. **As described in the attached BuyBoard Contract #472-14, including proposal and response dated on or about November 5, 2014 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Updated Cost Sheet submitted on or about July 6, 2016 designated as Exhibit "B" and incorporated herein as if copied in full; and**

C. **Proposal for Williamson County submitted on or about July 6, 2016 designated as Exhibit "C" and incorporated herein as if copied in full.**

Should The County choose to add services in addition to those described in the above-referenced exhibits, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not

be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting October 1, 2016 with the initial term continuing until September 30, 2017. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth BuyBoard Contract #472-14 and above-referenced exhibits A-C incorporated herein. Any changes to pricing must be done in writing via amendment to this contract with formal approval 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.

IV.

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*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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 authorized 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.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached BuyBoard Contract #472-14, including proposal

and response dated on or about November 5, 2014 designated as Exhibit "A" and incorporated herein as if copied in full;

B. Updated Cost Sheet submitted on or about July 6, 2016 designated as Exhibit "B" and incorporated herein as if copied in full; and

C. Proposal for Williamson County submitted on or about July 6, 2016 designated as Exhibit "C" and incorporated herein as if copied in full.

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

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.

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VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

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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.

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Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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

Contract, 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 Contract 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.

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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.

XVIII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

DAN A GATTIS
Printed Name

Date: 08-03, 2016

SERVICE PROVIDER:

Authorized Signature

Jesus I. Cortez JR.
Printed Name

Date: July 20, 2016

Exhibits "A," "B," and "C"
(BuyBoard Contract #472-14, proposal, and response)
(Updated Cost Sheet)
(Proposal for Williamson County)

Commissioners Court - Regular Session **30.**

Meeting Date: 05/09/2017

Custodial Services contract

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving agreement between Williamson County and McLemore Building Maintenance, Inc for Custodial Services pursuant to TIPS contract # 02052215.

Background

The Facilities Department recommends McLemore Building Maintenance, LLC as the new vendor after evaluating their proposal for custodial services. Contracting with this vendor via TIPS cooperative minimizes down-time of service as going through a competitive formal bid process could take up to 4 months.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Wilco Service Agreement

TIPS contract McLemore

Specifications

SOW

Security Addendum

Pricing

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Form Started By: Kerstin Hancock		Started On: 05/02/2017 02:55 PM
Final Approval Date: 05/03/2017		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR CUSTODIAL SERVICES
(Mclemore Building Maintenance, Inc.)
(The Interlocal Purchasing System "TIPS" Contract #02052215)

THIS SERVICES CONTRACT (hereinafter "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 **Mclemore Building Maintenance, Inc.**, a Texas corporation with offices located at 110 Fargo St., Houston, Texas 77006 (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.

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, she or it is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

A. **As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

Should The County choose to add services in addition to those described in the above-

referenced exhibits, such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described and the parties shall set forth the amount of compensation to be paid by The County for the additional services. Service Provider shall not begin any additional services and The County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and starting June 3, 2017 with the initial term continuing until September 30, 2017. At the end of the initial term of this contract, the parties, upon mutual agreement, shall have the option to renew this contract for up to two (2) additional and separate terms of twelve (12) months each upon the same terms and conditions contained herein, and pricing will presumptively remain the same. Exercise of the renewal option is at The County's sole discretion and shall be conditioned, at a minimum, on the Service Provider's performance of this contract and subject to: 1) same pricing or reasonable pricing close to the original pricing as agreed to by The County; and 2) the availability of funds. The County and Service Provider expressly agree that termination shall be Service Provider's sole remedy if the County chooses not to extend this contract for an additional twelve (12) month term.

III.

Consideration and Compensation: Service Provider will be compensated based on pricing set forth in TIPS" Contract #02052215. Any changes to pricing must be done in writing via amendment to this contract with formal approval 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.

IV.

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*)	$ 500,000	$ 500,000
Aggregate policy limits:		$1,000,000

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 authorized 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.

V.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written

instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. **As described in the attached TIPS" Contract #02052215 designated as Exhibit "A" and incorporated herein as if copied in full;**

B. **Contract Specifications designated as Exhibit "B" and incorporated herein as if copied in full;**

C. **Scope of Services (Facilities Lists) designated as Exhibit "C" and incorporated herein as if copied in full;**

D. **Security Addendum designated as Exhibit "D" and incorporated herein as if copied in full; and**

E. **Any required insurance certificates.**

The County reserves the right and discretion (pursuant to public policy and Texas Constitutional principles) to determine applicable provisions where there is any conflict between this Contract and any of the above-referenced contract documents/exhibits or incorporated documents.

VI.

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 Contract and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this Contract. 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.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND IF THE CLAIM IS COVERED BY SERVICE PROVIDER'S INSURANCE COVERAGE, BY COUNSEL CHOSEN BY THE COUNTY OR CHOSEN AFTER CONSULTATION WITH AND APPROVAL BY THE COUNTY ON CHOICE OF COUNSEL AND THE COUNTY SHALL NOT UNREASONABLY WITHHOLD SUCH APPROVAL), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL

Deleted: (WITH COUNSEL OF THE COUNTY'S CHOOSING; OR

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 (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.

Deleted: WITH COUNSEL OF THE COUNTY'S CHOOSING),

VIII.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract 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.

IX.

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.

X.

Termination: This Contract 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.

XI.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

Severability: 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, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

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 Contract, 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 Contract 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.

XIV.

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.

XV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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 that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	**SERVICE PROVIDER:**
_____	_____
Authorized Signature	Authorized Signature
_____	Curtis McLemore
Printed Name	Printed Name
Date:_____, 2017	Date: April 28th, 2017

Exhibits "A-D"

VENDOR CONTRACT

Between McLemore Building Maintenance, Inc. **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

JANITORIAL SERVICES

#02052215

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.
REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The JANITORIAL SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

~~1.~~ **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, ~~or~~ based ~~in whole or in part~~, upon allegations

of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, ~~licensees, or invitees~~. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.
Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02052215". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.
Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.
Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over $100,000 and payment bonds on jobs over $25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract**: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation**: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products**: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

☐ We take no exceptions/deviations to the **general** and/or **special terms and conditions**.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☑ We take the following exceptions/deviations to the **general** and/or **special terms and conditions**. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

Indemnity for Personality Contracts - Not Applicable

Indemnity for Performance Contracts: It is not equitable to attempt to hold McLemore to an indemnity provision when TIPS or another entity is "wholly" negligent.

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			
Fax	+1 (866) 749-6674	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Department
Bid Number	02052215			Building
Title	Janitorial Services			Floor/Room
Bid Type	RFP			Telephone
Issue Date	03/05/2015	Department		Fax
Close Date	4/17/2015 3:00:00 PM CT	Building		Email
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

Supplier Information

Company	McLemore Building Maintenance, Inc.
Address	110 Fargo Houston, TX 77006
Contact	
Department	
Building	
Floor/Room	
Telephone	713 (528) 7775 6027
Fax	713 (523) 4341
Email	
Submitted	4/16/2015 9:09:39 AM CT
Total	$0.00

Signature Nina Weimmer Email nweimmer@mbminc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
5	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
15	Start Time	Average start time after receipt of customer order is ____ working days?	30
16	Years Experience	Company years experience in this category?	45
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	AR, TX, CO

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	McLemore Building Maintenance is a family owned 45 year old janitorial/custodial company doing business in Texas, Colorado and Arkansas. McLemore services several School Districts and Community Colleges. McLemore is committed to protecting our environment through sustainable practices providing clean, healthy and safe environments for our clients, their employees and visitors. Our environmental stewardship starts at home. McLemore's environmental commitment includes managing our daily business operations in a manner that is energy efficient and environmentally responsible. McLemore's Business Development Manager, Dave Prewitt is an accredited LEED Green Associate.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
21	Primary Contact Name	Primary Contact Name	Dave Prewitt
22	Primary Contact Title	Primary Contact Title	Business Development
23	Primary Contact Email	Primary Contact Email	dprewitt@mbminc.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(713) 528-7775 Ext 6027
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(713) 523-4341
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	(713) 898-1351
27	Secondary Contact Name	Secondary Contact Name	Nina Weimmer
28	Secondary Contact Title	Secondary Contact Title	Contract Administration
29	Secondary Contact Email	Secondary Contact Email	nweimmer@mbminc.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(713) 528-7775 Ext 6011
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(713) 523-4341
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	(281) 610-2456
33	2% Contact Name	2% Contact Name	Yan Kung
34	2% Contact Email	2% Contact Email	ykung@mbminc.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	832-201-6040
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Nina Weimmer
38	Purchase Order Contact Email	Purchase Order Contact Email	nweimmer@mbminc.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(713) 528-7775 Ext. 6011

40	Company Website	Company Website	www.mbminc.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	74-1804594
42	Primary Address	Primary Address	110 Fargo Street
43	Primary Address City	Primary Address City	Houston
44	Primary Address State	Primary Address State	TX
45	Primary Address Zip	Primary Address Zip	77006
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Janitorial Services, Custodial Services, Landscaping, Groundskeeping, Window Washing, Exterior Management, Pressure Washing
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding $100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over $100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	No

Line Items

Response Total:	$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Pollock Paper	6001 W By Northwest Blvd.	Houston	Texas	77040	Walt Hannath	walt.hannath@pollock.com	713-818-6220		POLLOCKDIRECT.COM
Sealed Air	8215 Forest Point Boulevard	Charlotte	North Carolina	28273	Jon Walters	jon.walters@sealedair.com	281-917-5386		Sealed Air .com
Diversey	8310 16th Street	Sturtevant	Wisonsin	53177-0902	Patrick	querubin@sealedair.com	214-215-6352		Diversey.com

Provisions for purchase with federal funds for contracts exceeding $100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding $100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000?

Check your response?

YES ☐ NO ☑

3/31/2015

Signature of Authorized Company Official — Date

Curtis McLemore

Printed Name of Authorized Company Official

McLemore Building Maintenance, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES _____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES _____ Initial of Authorized Company Official

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than
$10,000 and not more than $100,000 for each such failure.
The undersigned certifies, to the best of his or her knowledge and belief, that:
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

McLemore Building Maintenance, Inc.

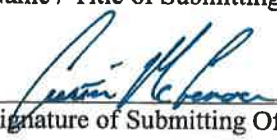
Name of Organization

110 Fargo Street

Address of Organization

Curtis McLemore - CEO

Name / Title of Submitting Official



Signature of Submitting Official

March 31, 2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding $100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at https://www.sam.gov/index.html

Has the vendor been debarred form participation in Federal funds contracts?

NO CM Initial of Authorized Company Official

YES ____ Initial of Authorized Company Official

Company Official: Curtis McLemore

Company: McLemore Building Maintenance, Inc.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	McLemore Building Maintenance, Inc.
Mailing Address:	110 Fargo Street
City:	Houston
State:	TX
Zip:	77006
Telephone Number:	713.528.7775
Fax Number:	713.523.4341
Email Address:	dprewitt@mbminc.com
Authorized Signature:	
Printed Name:	Curtis McLemore
Position:	CEO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt — 5-22-15

Authorized Signature — Date

David Wayne Fitts — 5-22-15

Approved by Region VIII ESC — Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Lumberton ISD	Lumberton	TX	Gerald Chandler	409.923.7580
Three Rivers ISD	Three Rivers	TX	Kenneth Rohrbach	361.786.3603
City of Houston	Houston	TX	Claudette Manning	832.393.8085

JANITORIAL SERVICES FOR WILLIAMSON COUNTY

SPECIFICATIONS AND SCOPE OF SERVICES

1. Vendor agrees that the services to be provided, under this contract, are vital to County and must be continued without interruption and that upon expiration of this contract another vendor may be selected. Vendor agrees to exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.
2. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive, and shall be binding on all parties concerned.
3. Additional County buildings may be added in addition to those described in Building Specifications. Those buildings currently under construction and those in pre-construction phase are listed. Only occupied buildings will be serviced and billed.
4. An Emergency Contact must be available twenty-four (24) hours a day, seven (7) days per week. In the event of an emergency, such as a sudden flood, the awarded contractor must be able to mobilize with all appropriate equipment within two (2) hours of receiving notice from County and begin work at the location of the emergency.
5. All equipment should be commercial grade and properly maintained. It is required that respondent be able to perform janitorial services as specified. Respondent to provide all equipment to janitorial staff so that they may adequately perform duties per specifications
6. In order to ensure the awarded contractor's compliance with the specifications and requirements set out herein, a check list indicating all tasks completed must be presented by the awarded contractor to designated County employees at each building for approval at the end of each month. Invoices will not be approved for payment without documentation. Only services rendered may be compensated.
7. An email address shall be established by the awarded contractor to receive work orders, complaints and request for service from the County's contract administrator. All responses to emails must occur within two (2) hours. The contractor shall provide additional telephone and mobile numbers where manager can be reached at any time deemed necessary.
8. The awarded Contractor must have an enclosed vehicle sufficient in size to transport paper goods to all buildings.
9. A Color Coded Micro Fiber Mopping System equivalent to Unger must be used for all Health Departments, Juvenile Justice and all other areas where health services are provided.
10. The awarded Contractor shall conduct CJIS background checks (See Appendix E Security Requirement Document) on all the Contractor's permanent and temporary personnel and subcontractors scheduled to work on services under this contract prior to services beginning. All Janitors staff entering into all Williamson County Buildings under the Janitorial Services awarded contract must be fingerprinted through Texas DPS IdentoGO Fast Fingerprint Pass System. Background checks are paid for by Vendor.

    If a contracted person's cleared fingerprint in currently on file from prior contracts a new print is not necessary; however, names of individuals must be submitted in order to contact TxDPS to confirm an individual's cleared fingerprint existence. In the event there is no IdentoGO location in their area there is an Option B which allows the contractor to be printed on a "hard card" and the card is mailed to the designated recipient (additional info available on website for this option – See Fast pass form).

Williamson County will provide CJIS training program to the awarded vendor and the awarded vendor must provide this training to their employees. Williamson County requires the CJIS Security Awareness Certification Statement to be completed, signed and delivered to the Contract Administrator for each and all janitors before beginning work under this awarded contract. This form will be provided to the awarded vendor.

The required employee criminal background checks, employee history, and all documentation of each individual's right to work in the United States must be provided to the following individual prior to beginning work.

Christi Stromberg, Facilities Contract Coordinator
Williamson County
3101 SE Inner Loop
Georgetown, Texas 78626

In addition, the awarded contractor shall continue to submit background checks for any new employees prior to such new employee entering any Williamson County facilities. Replacement personnel shall have completed background checks conducted and approved by contract administrator before access to the facility is authorized.

11. Janitorial services are to be performed Monday through Friday between the hours of 6:00 p.m. and 6:00 a.m. unless otherwise noted in the specifications of the RFP or instructed, in writing, by the County's contract administrator or his/her designated representative. There are exceptions for some buildings and such exceptions are listed on the cover sheets of each building in the specifications. Janitor is responsible for not interfering with normal flow of business. A schedule of routine work will be provided to the Contract Administrator noting days and times janitorial staff will be at each facility. **(Buildings Janitorial Schedule)** Any deviations from the schedule will also be reported to the Contract Administrator.

12. The awarded Contractor must maintain and empty Williamson County paper recycle bins, located in various centralized areas throughout the County, into storage locations/dumpsters located at various buildings, as needed (see locations below). 42+ gal containers are located at the following properties including Round Rock A&B. Recycling bins at Round Rock A&B will be transferred by awarded contractor to the Round Rock Jester Annex. Recycling bins at Taylor Health Dept. will be transferred by awarded contractor to the Taylor Annex. The awarded contractor is not responsible for individual office blue recycling cans only the large collection bin per site. Shredded paper must be placed into plastic bags and should be delivered to the recycling dumpster.

    Recycle Bin locations:

Facility	Address
Cedar Park Annex	350 Discovery Blvd., Cedar Park
Inner Loop Annex	301 SE Inner Loop, Georgetown
Justice Center	405 MLK, Georgetown
Juvenile Justice Center	1821 SE Inner Loop, Georgetown
Round Rock Jester Annex	1801 Old Settler's Blvd, Round Rock
Taylor Annex	412 Vance St. Taylor
Central Maintenance Facility	3151 SE Inner Loop, Georgetown
Emergency Service Operation Center	911 Tracy Chambers, Georgetown

13. Company uniforms and ID badges must be provided by the awarded contractor for all its employees that will be working on County premises. The uniforms and ID badges must be worn at ALL times.
14. The awarded contractor will be responsible for securing all buildings and ensure that all persons are out of the buildings prior to locking up. This includes buildings with community and meeting rooms, county will pay $20 per hour if time has to be spent in addition to service hours of the awarded contractor. Community and meeting rooms are located in the following County Facilities:

    Hutto – Sheriff's Office (Community Room)
    Georgetown – Central Maintenance Facility – URS Building – Training Room
    Georgetown – Regional Animal Shelter – Community Room
    Georgetown – Williamson County Courthouse - Several Options available
    Round Rock – J.B. & Hallie Jester Annex – Community Room
    Additional Community Rooms may be added as new buildings are added.

15. The contractor shall at all times provide adequate supervision of his/her employees to ensure complete and satisfactory performance of all work in accordance with the terms of the contract.
16. Labor, Equipment, Materials, and Storage: The awarded contractor shall furnish all labor, equipment, and materials necessary to the performance of its janitorial services. County will provide reasonable storage areas for such equipment that will be kept at Williamson County locations. County will not be liable for any damage done to or loss of any party or person. In the event the contractor has a personnel shortage, permission must be authorized to work beyond the agreed upon hours or weekends to achieve the minimum daily hours required by this contract. Respondent is required to submit a report of supplies distributed each month by building.
17. All employees of the contractor shall be a minimum of 18 years of age (unless noted in specifications for particular buildings) and experienced in the type of work to be performed.
18. No visitors, spouses, children or other relatives of the contractor's employees will be allowed on County property during working hours unless they are bona fide employees of the contractor and have had a background check.
19. The respondent must maintain all their janitorial supplies and equipment in a clean, safe and orderly condition within the dedicated room. Williamson County shall have access to supplies and equipment as necessary in order to clean/pick up spills. No water will be left in mop buckets or sinks. No storage near electrical equipment.
20. Chemicals (all chemical products must be commercial grade) – Respondent to provide all cleaners to janitorial staff so that they may adequately perform duties per specifications.

    All-purpose cleaner – may be used on any hard surface which will not be damaged by water. Cleaner must remove common soils found on hard surfaces (wall, woodwork, countertops, etc. Cleaner must be USDA approved.

    Glass cleaner – non-ammoniated and must remove grease, oil and lipstick from glass and mirrors without causing buildup.

    Floor Cleaner – non-ammoniated; must remove soil without damage to floor finish; must not leave any residue.

    Floor Stripper – non-ammoniated, must remove wax, polymers and metal interlock floor finish; must be low odor, nonabrasive, and non-flammable.

    Furniture Cleaner – self-cleaning, non-oily and leave shine without causing buildup.

    Disinfectant Cleaner – must use hospital grade; must be effective against broad spectrum of germs.

    Restroom Cleaner – must be safe on ceramic, stainless steel chrome and porcelain. Must remove hard water deposits, soap scum, rust, oil deposits from surface; non-ammoniated, non-abrasive.

21. The contractor and contractor employees shall not use county equipment including but not limited to

(computers, telephones, facsimiles, copiers, printers, calculators, typewriters) except for phone used in cases of emergency, to utilize clock-in/clock-out procedures, and or to respond to work requests from Williamson County. Misuse of this equipment may result in termination of the contract.

22. No smoking. All Williamson County facilities, property and grounds are NON-SMOKING. Contractor's employees are prohibited from smoking in all areas.
23. Holidays: Commissioners Court typically approves the holiday schedule for the upcoming fiscal year in August. The Jail, ESOC and Juvenile Services buildings are open 24 hours a day and 7 days a week regardless of Holidays and janitorial tasks are still to be completed per the building specifications. All daytime cleaned buildings must be scheduled around holidays so that the required scope of service is completed per the specifications. Christmas and Thanksgiving will be the only holidays where nighttime cleaned buildings will not be scheduled. An updated holiday schedule will be provided to the successful vendor by the Contract Administrator for janitorial scheduling purposes as soon as it is available.
24. Keys: The respondent is responsible for all keys received. Loss of keys to the facility will result in the respondent paying all cost to re-key exterior locks or replace exterior locks as deemed appropriate by Williamson County. Additionally, the respondent will provide the appropriate number of keys to replace the normal key distribution for the facility (per Wilco key logs).
25. End of Shift (lights, lock up, etc.): At the end of the shift the respondent will turn off all lights (except security lights), lock and secure the building after last janitorial employee exits the building unless performing janitorial tasks during business hours.
26. Security System: If there is a security system in the building, the respondent is responsible for disarming the alarm when arriving (if system is armed) and resetting the alarm to arm the system once all employees are out of the building. Security alarm codes should not be disclosed nor shared.
27. Scheduling: Respondent must provide schedule and coordinate with Contract Administrator for all tasks not performed routinely such as window cleaning, power washing, semi-annual floor care, etc. Calendar must be carefully considered and occupants must be notified well in advance.

28. At an additional cost to the County, requests for additional floor care and upholstery cleaning will be arranged by the Facilities Maintenance Department.

29. Vendor will receive from the Contract Administrator:

    - Building Descriptions, Specifications & Floorplans
    - Security Requirement Documents (CJIS Level I Training and forms)
    - Building Janitorial Schedule for Reference (Excel File)

Schedule A

General/Office/Hall/Courtroom/Jury Areas

	Frequency of Service					
	Daily	Weekly	Monthly	Quarterly	Twice Yearly	Comments:
Sweep outside entrances and steps leading to the building	X					
Clean/vacuum entrance mats	X					
Clean & disinfect drinking fountains. Polish stainless steel if needed	X					
Litter Collection						replace liner
Empty all trash receptacles into proper bins and replace liners	X					each night
Spot clean trash receptacles	X					
Remove trash & debris from exterior area of bldg within 25 feet of building	X					
Empty all cigarette urns or ash trays	X					
Empty exterior trashcans	X					
Empty trashcans in lobby halls, stairwells, and employee entrances	X					
Remove bugs	X					
Empty large recyclable containers & place in recycle bins (7 sites)	X					
Floors						
Dust mop all non-carpeted floors	X					
				Use clean water and rinse mop each night		
Damp mop all non-carpeted floors after sweeping	X			- mop buckets to be emptied each night		
Highspeed buff entrance level foyers, non-carpeted lobbies & main corridors		X				
Highspeed buff any other high traffic non-carpeted areas appearing dull		X				
Spot vacuum carpet	X					
Spot clean carpeted area, using approved stain remover	X					
Vacuum carpets wall to wall		X				
Stairs/Doors/Glass/Furniture/Grates						
Entrance & Lobby doors & interior lobby glass must be cleaned daily	X					
Spot clean furniture, fixtures, walls, partitions, glass surfaces & doors	X					
Clean stair and hand railings, panic bars and push door plates	X					
Completely clean all interior glass to a level of approx. 6 feet high.	X					
Dust building and furniture surfaces		X				
Dust all horizontal surfaces including window sills		X				
Spot Clean all horizontal & vertical surfaces removing fingerprints, smudges & stains		X				
Vacuum upholstered furniture		X				
Dust high & low areas (pictures, clocks, partition tops, moldings, furniture, file cabinets, work counters, etc.)			X			
Dust blinds, HVAC office grilles, air vents and register surfaces			X			
Dust & polish all wood surfaces, vertical & horizontal in all Courtrooms				X		
Elevators						
Clean elevator cab(s) including floors, walls, ceiling, door & door tracks.	X					
Sanitize elevator rails and control panel.	X					
Light Fixtures						
Open all light covers & wipe bugs from cover, clean with solution				X		
Windows						
Clean all windows inside & remove web/bugs from corners			X			
Power washing						
Exterior entrances shall be high pressure washed, all gum, dirt and grease shall be removed, if necessary use a detergent that will wash concrete clean				X *price separate*		

Schedule B

Restrooms

	Frequency			
	Daily	Weekly	Monthly	Comments:
Litter Collection				replace liner
Empty all trash receptacles into proper bins and replace liners	X			each night
Collect litter off of floor	X			
Wash all trash containers		X		
Floors				
Sweep or dust mop non-carpeted floors	X			
Damp mop entire floor using a non-acidic disinfectant after sweeping.	X			
Higspeed buff high traffic areas		X		
Scrub bathroom floors and walls & partitians up to 4 feet high with a detergent containing germicidal additive using a low speed buffer with brush or scrubbing pad to scrub emulsified dirt, urine, mold and bacteria that has become embedded in the porous surfaces of the grout Steam clean if necessary using a floor surface wand			X	
Fixtures/Counters/Mirrors/Urinals/Toilets Etc.				
Clean fixtures, walls, partitions, glass surfaces, counters & doors	X			
Clean and sanitize restroom fixtures	X			
Urinals & toilets must be cleaned and sanitized, both inside & outside	X			
Polish bright work/chrome/stainless/nickel fixtures	X			
Replace deodorant urinal screens as necessary	X			
Clean mirrors	X			
Sinks & countertops cleaned, disinfeced and wiped dry	X			
Clean & sanitize baby changing stations	X			
Clean & sanitize tile walls & wipe dry using germicidal detergent	X			
Dust, sanitize and wipe clean all stall dividers, rails, walls & doors	X			
Clean and disinfect light switches	X			
Clean and sanitize all doors including entrance doors	X			
Remove graffiti without repainting	X			
Clean cabinets	X			
Sufficiently stock all paper and soap dispensers	X			
De-scale toilet bowls & urinals		X		
Urinal screen must be replaced each month.			X	
Other				
Clean floor drains where applicable and pour counteractant and/or water down drains		X		
Dust HVAC grilles, register surfaces and exhaust vent grilles			X	
Windows (where applicable)				
Clean all windows inside & remove web/bugs from corners			X	

Schedule C

Lounge, Break and Coffee Areas & Stairways

	Frequency			
	Daily	Weekly	Monthly	Comments:
Litter Collection				
Empty trash receptacles in to proper bins	X			
Replace trash receptacle liners at each cleaning	X			
Clean and disinfect trash receptacles	X			
Floors				
Sweep or dust mop non-carpeted floors	X			
Damp mop & disinfect all non-carpeted floors after sweeping	X			
Spot clean and remove stains from carpet	X			
Vacuum carpet	X			
Highspeed buff high traffic areas		X		
Resilient vinyl tile flooring shall be buffed to manufacturers specifications			X	
Furniture/Appliances/Doors/Stairs/Sinks/Counters				
Rearrange chairs and tables as needed	X			
Spot clean furniture, fixtures, walls, partitions, glass surfaces & doors	X			
Clean sinks and countertops	X			
Wipe down appliances	X			
Restock all paper and soap dispensers	X			
Dust mop all stairways including rails, walls and/or doors	X			
Damp mop all stairs after sweeping	X			
Clean and sanitize handrails and door handles	X			
Windows (where applicable)				
Clean all windows inside & remove web/bugs from corners			X	

Schedule D

Floor Maintenance

	Frequency
	Twice Yearly
VCT	
Strip all floors, using a liquid stripper solution	X
Apply 3 to 5 coats of an acrylic polymer finish sealer to the surface	
Maintain shine by high speed buffing	
Use products approved for VCT	
Terrazzo	
Strip all floors, using a liquid stripper solution	X
Apply 3 to 5 coats of an acrylic polymer finish sealer to the surface	
Maintain shine by high speed buffing	
Use products approved for terrazo	
Marble	
Strip all floors, using a liquid stripper solution	X
Apply 3 to 5 coats of an acrylic polymer finish sealer to the surface	
Maintain shine by high speed buffing	
Use products approved for marble	
Concrete Floors	
Strip all floors, using a liquid stripper solution	X
Apply 3 to 5 coats of an acrylic polymer finish sealer to the surface	
Maintain shine by high speed buffing	
Resilient Vinyl	
Strip and wax per manufacturer specificiations.	X
Buff regulary to maintain shine per manufacturer specifications.	
Used only approved products.	
Ceramic Tile	
Damp mop with clean water regularly.	
Scrub grout with extraction machine, buffing with brush with cleaner	X
Seal grout with approved products.	
Wood	
Damp mop only with clean water regularly	
Carpet	
Carpet shampooing per manufacturers specifications.	X

Schedule E

Floor Maintenance

	Frequency
	3X Yearly
VCT	
Strip all floors, using a liquid stripper solution	X
Apply 3 to 5 coats of an acrylic polymer finish sealer to the surface	
Maintain shine by high speed buffing	
Use products approved for VCT	

Schedule F

Day Porter

The day porter shall be required to provide janitorial support activities to include, but not limited to, the ongoing cleanup of miscellaneous spill/debris, policing and stocking of restrooms daily, checking and emptying as necessary all public wastebasbets/trash receptacles, general cleaning of public areas.

The day porter shall also complete tasks assigned by the contract administrator or his designee. These tasks include any part of the entire task outlined in this RFP. The day porter may also be used to perform setups, takedowns and cleanup activities for special functions/events. This shall require each worker to be able to move table, chairs, and other property. The day porter shall be able to lift up to 50 pounds. The day porter must be able to speak the English language. Day porter must have a vehicle to move between buildings and respond county-wide.

The day porter requirements are above and beyond the requirements to be completed during the general cleaning performed after hours of operation. Day porter should not be used to complete other tasks at buildings other than those listed below unless requested by the Contract Administrator for purposes stated above.
The cost for this service is to be included in the price sheet for Schedule F.

WCJC	5 days/week (M-F) 8:00am-5:00pm	primary location
WCJC	5 days/week (M-F), between 8:00am -10:00am	fully clean judges chambers & office in CC1,26th, 425th, 277th & others as requested
Courthouse	1 days/week (W), between 10:00am-12:00noon	fully clean executive & legal corridors (5 offices/conf rooms, 2 hallways & 2 restrooms)
JJC	2 days/week (Tu, Th) between 10:00am-12:00noon	public restrooms/lobby areas/training room/control rooms

Agency Identification

Agency Name	ORI
WILLIAMSON COUNTY SHERIFF'S OFFICE	TX2460000
Agency Address	
508 S ROCK ST	
City	**Zip**
GEORGETOWN	78626
Agency Representative (Title and Name)	
SHERIFF ROBERT CHODY/MICHELE FREI TAC	
Phone Number	**Fax Number**
5129431300	5129431444
Email address	
rchody@wilco.org /mfrei@wilco.org	

Contractor Identification

Company Name	Service Providing Agency
McLemore Building Maintenance, Inc.	JANITORIAL SERVICES
Company Address	
110 Fargo Street	
City	**State** / **Zip**
Houston	TX / 77006
Contractor Representative (Title and Name)	
Curtis McLemore, Chief Executive Officer	
Phone Number	**Fax Number**
713.528.7775	713.523.4341
Email address	
cmclemore@mbminc.com	

Visit our website www.dps.texas.gov/securityreview for information on submitting vendor/contractor fingerprints.

Email can be sent to: security.committee@dps.texas.gov

Main office number is: (512) 424-5686

Parties may use the following Security Addendum with the Texas Signatory Page or, in their contract, choose to incorporate the Security Addendum by reference. If the Addendum is incorporated by reference into the contract, a copy of the contract must be provided to the TX DPS CJIS Security Office.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a) (7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental

agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United

> States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1)under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes.

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM
CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature of Contractor Employee _____ Date _____

Printed or Typed Contractor Employee Name _____

Sex: ____ Race: _____ DOB: _____ State/ID or DL: _____

Signature of Contractor Representative _____ Date 4/26/17

Curtis McLemore
Printed or Typed Name of Contractor Representative

McLEMORE BLDG MAINT. INC - CEO
Organization Name and Representative's Title

Texas Signatory Page

The undersigned parties agree that the *Security Addendum* is now a part of the contract between the entities. The parties agree to abide by all requirements of the *Security Addendum* and the *CJIS Security Policy*, and it shall remain in force for the term of the contract. Any violation of this addendum constitutes a breach of the contract.

To the extent there is a conflict between a confidentiality clause in the underlying contract and the *Security Addendum* and/or the *CJIS Security Policy*, the *Security Addendum* and the *CJIS Security Policy* shall govern any information covered by the *Security Addendum* and/or the *CJIS Security Policy.*

(To be signed and dated by the vendor and law enforcement agency representative(s) who signed the original contract, or at least who have authority to bind each entity.)

Robert Chody
Printed Name of Agency Representative

Signature of Agency Representative

Sheriff
Title

Williamson County Sheriff's Office TX2460000
Agency Name and ORI

Date

Curtis McLemore
Printed Name of Vendor (Contractor) Representative

Signature of Vendor (Contractor) Representative

CEO
Title

MCLEMORE BLDG MAINT INC
Vendor Organization Name

4.27.17
Date

McLemore Building Maintenance

INTEGRITY | EXPERTISE | RESULTS

Streamlined solutions for janitorial operations at

Williamson County Texas

Revised April 26, 2017

Submitted by:
Dave Prewitt, VP Sales & Marketing
E-mail: dprewitt@mbminc.com

March 20, 2017

Contract Pricing (TIPS Contract Pricing)
Revised April 26, 2017

McLemore has comprehensively reviewed the RFP expectations and compared the specifications to like client environments as well as accounting detail noted during the facilities tour. We have reviewed labor standards and productivity rates, broken wages out by class and compared competitive rates based on sites serviced in the area. We have additionally included benefits, taxes and insurance costs to provide a gross labor cost.

Alternate Pricing Structure

Phase 1 General Janitorial Services for Williamson County/Month*: $51,428.77/month

Note: With alternate for offices; without Texas Ave Bldg. (until Phase 2)

Phase 2 Janitorial Services for Williamson County-Additional Buildings/Month*:.....$63,136.00/month

Note: Alternate is 3 days/week office cleaning. The following offices remain are the exception that remains on 5 days/week cleaning.

Judges District & County, County Judge, Sheriff, Tax Assessor, County Commissioners, County Attorney, District & County Clerk, for a total of 28 offices.

Additional Services

Events extra work.....$20.00/hr.

Additional Work Above the Specifications

Strip and Wax Hard Floor Surfaces..... $0.25/sf

Scrub and Recoat Hard Floor Surfaces $0.20/sf

Machine Scrub Hard Floor Surfaces $0.10/sf

Carpet Extraction Pricing..... $0.14/sf

Additional buffing above frequencies..... $0.04/sf

* Pricing does not include applicable sales tax. Pricing includes cleaning chemicals, equipment and consumable supplies for areas within Scope of Work. Exception is the residential space of the Juvenile Justice Center. All pricing reflects a discount of 5% for cash or check payment. If payment is made via credit card, the discount will not apply. In the event McLemore Building Maintenance, Inc. and client have agreed in advance to payment using a credit card, the 5% difference will be added to the original invoice. If client contracts with a 3rd party for billing, then McLemore will invoice any fees back to the client.

McLemore
Building Maintenance

EXHIBIT A

PHASE 1

	Building	Address
1009	WCJC	405 MLK, Georgetown
1026	CMF	3151 SE Inner Loop, Georgetown
1032	Cedar Park Annex	350 Discovery Blvd, Cedar Park
1033	Taylor Annex	412 Vance St, Taylor
1043	Inner Loop Annex	301 SE Inner Loop, Georgetown
1066	Round Rock Jester Annex	1801 E Old Settlers Blvd, Round Rock
1000	Historic Courthouse	710 Main St, Georgetown
1002	GT Health Dept	100 W Third St, Georgetown
1003	Taylor Health Dept	115 W Sixth St, Taylor
1005/1006	Round Rock Annex	211 Commerce Cv, Bldg A&B, Round Rock
1008	Sheriff Admin/Jail	508 S Rock St, Georgetown
1043B	CSCD Adult Probation	301 SE Inner Loop, Georgetown
1051	Tax Office/Purchasing	904 S Main St, Georgetown
1022	Health Dist Admin(Historic Jail)	300 N Main St, Georgetown
1048	JP Pct 4	211 W Sixth St, Taylor
WCRAS	Wilco Regional Animal Shelter	1855 SE Inner Lp, Georgetown
1001	Historical Museum (Farmers St Bank Bldg)	716 Austin Ave, Georgetown
1064	Children's Advocacy Center	1811 SE Inner Lp, Georgetown
1066B	Public Safety Bldg	1781 E Old Settlers Blvd, Round Rock
1011	Lott Bldg	107 S Holly St, Georgetown
1013	Health Dept Environmental	303 Main St, Georgetown
1019	EMS Admin Bldg 2 or B	305 MLK Blvd, Georgetown
1020	EMS Admin Bldg 1 or A	303 MLK Blvd, Georgetown
1029	Wireless Comm/EMS Warehouse	508 Holly St, Bldg 1, Georgetown
1063	Facilities Services Center	3101 SE Inner Lp, Georgetown
1044	Sheriff Office - Eastside	2501 Mallard Ln, Taylor
1054	EMS Training Center	321 W Eighth St, Georgetown
1059	Commissioner Pct 3	3010 Williams Dr Suite 153, Georgetown
1062	Hutto Annex	350 Exchange Blvd, Hutto
1012	Health Dept Education Center	300 N Main St, Georgetown
1017	TABC/Game Warden	517 Pine St, Georgetown
1026C	Impound Office	3151 SE Inner Lp Bldg C, Georgetown
1050	Hutto Community Rm	3901 CR 130, Hutto
1045	Juvenile Justice Center	200 Wilco Way, Georgetown
1026B	Central Maintenance Sign Shop	3151 SE Inner Lp Bldg B, Georgetown
1071	ESOC	911 Tracy Chambers Ln, Georgetown
1072	Parks HQ Southwest Regional Park	219 Perry Mayfield, Leander
1046	Parking Garage	305 W 4th St, Georgetown
1047	Expo Center	210 Carlos Parker Blvd, Taylor

McLemore
Building Maintenance

EXHIBIT B

PHASE 2

- SO Training Center
- Building A Facilities Storage
- Building B Fleet Addition
- Building C Wireless Communications
- Building G Inspection
- Building HH EMS Training
- Georgetown Annex
- Texas Avenue Building

Commissioners Court - Regular Session **31.**

Meeting Date: 05/09/2017

Award & Rebid Aggregates IFB 1704-154

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 1704-154, Aggregates for Surface Treatments, to the only bidder Vulcan Materials, for Item # 4 only, and authorize Purchasing Agent to advertise and receive sealed bids for Aggregates for Surface Treatments (Items 1-3) under IFB 1705-163.

Background

IFB 1704-154 was opened on 5/1/17. Purchasing only received 1 bid from Vulcan Materials who no bid all items with the exception of item # 4. Road & Bridge has recommended that we award item 4 only and rebid for items 1-3 as per the attached documents.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Tab

Recommendation

Bid Packet 1705-163

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/03/2017 04:25 PM
County Judge Exec Asst.	Wendy Coco	05/04/2017 08:02 AM
Form Started By: Thomas Skiles		Started On: 05/03/2017 03:57 PM
Final Approval Date: 05/04/2017		

WILLIAMSON COUNTY
BID TABULATION

Aggregates for Surface Treatments

May 1, 2017 3:00pm
BID NUMBER: IFB 1704-154

Williamson County Representatives Present:

NAME OF BIDDER	BID AMOUNT
1. Vulcan Materials	No Bid Except Item 4 Delivered $47.14
2.	
3.	
4.	
5.	
6.	
7.	
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10.	
11.	
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16.	
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18.	
19.	
20.	

WILLIAMSON COUNTY
1848

May 3, 2017

Mr. Randy Barker
Purchasing Agent
Williamson County Purchasing Department
901 S Austin Ave.
Georgetown, Texas 78626

Subject: Recommendation for IFB 1704-154 Aggregate Item 4

After reviewing all the pertinent information, it appears that Vulcan Materials has submitted the overall lowest and best bid for IFB 1704-154 Aggregate Item 4 Aggregate, TxDot Item 302, Type E, Grade 5. I recommend to the Williamson County Commissioner's Court that they award Vulcan Materials as primary vendor for Item 4.

Due to no bids on Items 1-3, I recommend releasing a new bid for Items 1-3.

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

Sincerely,

Doug Woodall, P.E.
Acting Director of Road and
Bridge Division Williamson
County, TX

WILLIAMSON COUNTY
512.943.3330 Fax 512.943.3335
www.wilco.org/roads
3151 SE Inner Loop, Ste. B
Georgetown, Texas 78626

Solicitation 1705-163

Aggregates for Surface Treatments

Bid Designation: Public

Williamson County, Texas

Bid 1705-163
Aggregates for Surface Treatments

Bid Number	1705-163
Bid Title	Aggregates for Surface Treatments
Bid Start Date	In Held
Bid End Date	May 30, 2017 3:00:00 PM CDT
Question & Answer End Date	May 26, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**1 year**
Contract Renewal	2 annual renewals
Prices Good for	**90 days**
Pre-Bid Conference	**May 17, 2017 10:30:00 AM CDT** **Attendance is optional** **Location: 3151 S.E. Inner Loop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.**

Item Response Form

Item	**1705-163-01-01** - 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

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1705-163
Aggregates for Surface Treatments

BIDS MUST BE RECEIVED ON OR BEFORE:
May 30, 2017 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
May 30, 2017 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

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.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed

contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

General Notes and Technical Specs

General Information

Williamson County is seeking qualified companies to provide Aggregates for Surface Treatments per Item 302, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2014.

Quantities shown are **estimated quantities**. The actual quantity purchased may be more or less. The County is not obligated to purchase any minimum amount and the County may purchase any reasonable amount greater than the estimate for the same unit price. Items will be ordered on an "As Needed" basis.

Location is an important factor in evaluation of bids, due to transportation costs which must be taken into consideration. **It is expected that the TY D Aggregate (as seen on the bid form) will be picked up at plant site by Williamson County, TY E shall be delivered.** However, there will be times when the County will require TY D material to be delivered. For this reason the County is requesting two bids for each item. One in which the aggregate is picked up at plant site and the second in which the aggregate is delivered to the Central Maintenance Facility at 3151 S.E. Inner Loop, Georgetown, TX, 78626. Actual delivery site may be within 2-3 miles of listed address. Williamson County reserves the right to evaluate the bids with estimated County transportation costs incorporated into the bid for a total cost.

Williamson County reserves the right to award the bid in whole to one contractor or to award a contract on each separate item or combination of items as may be most advantageous to the County. A primary, secondary, tertiary, and/or subsequent award may be made for this bid by the County.

It is expressly understood and agreed that in case Williamson County should need any item(s) not available within the time frame needed from the successful vendor(s) during the term of this contract, the County reserves the right to purchase the item(s) vendors from other than the successful vendor(s) and shall not be in violation of any terms or conditions of said contract.

Provide three (3) references where like services have been performed by your firm. Include name of firm, address, telephone number and name of representative.

Definition of Terms

County: Williamson County Road and Bridge Division

Contractor: Successful bidder of the attached invitation to bid.

Engineer: County Engineer

Inspector: Employee of Williamson County supplied full time to the contractor's crew for the selection, prosecution, and quality control of the work. Should the work, as well as the geographical location, allow, the County may supply one foreman for multiple crews.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

Department: Road and Bridge Division

Control of Materials

Source Control. Use only materials that meet Contract requirements. Unless otherwise specified or approved, use new materials for the work. Secure the Engineer's approval of the proposed source of materials

to be used before their delivery. Materials can be approved at a supply source or staging area but may be re-inspected.

The Contractor shall submit the following test reports from an approved independent testing laboratory, providing the proposed materials compliance and adequacy.

Sieve Analysis: Tex-401-A
Deleterious Material %: Tex-217-F, Part I
Flakiness Index, Max: Tex-224-F
Magnesium Sulfate Soundness, 5 Cycles, %, Max: Tex-411-A
Los Angeles Abrasion, %, Max: Tex-410-A

Material Quality. Correct or remove materials that fail to meet the contract requirements, for cost incurred if additional sampling and testing is required by a change of source.
Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection, immediately remove and replace rejected materials.
If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice.

Manufacturer Warranties. Transfer to the County warranties and guarantees required by the Contract or received as part of normal trade practice.

Plant Inspection and Testing. The Engineer may but is not obligated to inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.
If inspection is at the plant, meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.
- Provide and maintain adequate safety measures and restroom facilities.
- Furnish and calibrate scales, measuring devices, and other necessary equipment.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant and
- The lighting is adequate to allow satisfactory inspection.

ITEM 302 – Aggregates for Surface Treatments

- TY E will be a traprock of various fine grained, dense, dark colored, igneous rock.
- TY D, Grade 4 MOD A and MOD B aggregate shall meet the gradation in Table 1.
- Contractor to provide aggregate that has been washed at least once prior to stockpiling at the plant.
- In addition to meeting the decantation requirements, aggregate that is found to contain excess amounts of dust (0.5% passing the #40 sieve, Tex-200-F, Part II) during contractor's stockpiling or hauling will be rejected.

Table 1
Aggregate Gradation Requirements (Cumulative % Retained[1])

Sieve Size	Grade	
	TxDOT Item 302, Gr 4 MOD A	TxDOT Item 302, Gr 4 MOD B
5/8"	0	0
1/2"	0-5	0-5
3/8"	30-45	75-80
1/4"	80-95	95-100
#4	95-100	-
#8	98-100	98-100

1. Round test results to the nearest whole number.

The Specifications shall be amended by Special Provision below:

SPECIAL PROVISION
302---009

Aggregates for Surface Treatments

For this project, Item 302, “Aggregates for Surface Treatments,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

Article 302.2. Materials, Section A. Aggregate. Table 3 Los Angeles abrasion, % max, is revised with the following requirement:

Table 3

Aggregate Quality Requirements

Property	Test Method	Requirement	Requirement
Los Angeles abrasion, %, max	Tex-410-A	30	All aggregates

BID SHEET Aggregate

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	UNIT COST PICKED UP
1	Aggregate, TxDot Item 302, Type D, Grade 3	1000	TON	
2	Aggregate, TxDot Item 302, Type D, Grade 4 MOD A	4500	TON	
3	Aggregate, TxDot Item 302, Type D, Grade 4 MOD B	4500	TON	
4	Aggregate, TxDot Item 302, Type E, Grade 5	6000	TON	

UNIT COST DELIVERED

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5 **Name of local government officer with whom filer has affiliation or business relationship.**
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1705-163 - Aggregates for Surface Treatments

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **32.**

Meeting Date: 05/09/2017

Advertisement Approval IFB 1704-162 CR 384 Low Water Crossing

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 authorizing Purchasing Agent to advertise and receive sealed bids for CR 384 Low Water Crossing at Donahoe Creek under IFB # 1704-162.

Background

Williamson County is seeking qualified companies to provide materials, experienced construction crews and equipment to construct the CR 384 Low Water Crossing at Donahoe Creek in Bartlett, Texas. Contract has a requirement of final completion at 40 days with substantial completion at 30 days. Estimated expenditure is $300,900.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bid Packet

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Kerstin Hancock	05/03/2017 04:30 PM
County Judge Exec Asst.	Wendy Coco	05/04/2017 08:02 AM
Form Started By: Thomas Skiles		Started On: 05/03/2017 04:02 PM
Final Approval Date: 05/04/2017		

Solicitation 1704-162

CR 384 Low Water Crossing At Donahoe Creek

Bid Designation: Public

Williamson County, Texas

Bid 1704-162
CR 384 Low Water Crossing At Donahoe Creek

Bid Number	1704-162
Bid Title	CR 384 Low Water Crossing At Donahoe Creek
Expected Expenditure	**$300,900.00** (This price is expected - not guaranteed)
Bid Start Date	In Held
Bid End Date	May 31, 2017 3:00:00 PM CDT
Question & Answer End Date	May 26, 2017 5:00:00 PM CDT
Bid Contact	Blake Skiles Purchasing Specialist III 512-**943**-1478 blake.skiles@wilco.org
Contract Duration	**40 days**
Contract Renewal	Not Applicable
Prices Good for	**365 days**
Pre-Bid Conference	**May 18, 2017 10:00:00 AM CDT** **Attendance is optional** **Location: 3151 S.E. Inner Loop** **Georgetown, TX 78626**
Bid Comments	**Williamson County is seeking qualified companies to provide materials, experienced construction crews and equipment to construct the CR 384 Low Water Crossing at Donahoe Creek in Bartlett, Texas. This contract will have a final completion requirement of 40 working days with substantial completion at 30 working days. Estimated budget $300,900.00.**

Item Response Form

Item	**1704-162--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.
Please Do Not Attach .zip Files.

PUBLIC ANNOUNCEMENT AND GENERAL INFORMATION

WILLIAMSON COUNTY PURCHASING DEPARTMENT
SOLICITATION 1704-162
CR 384 Low Water Crossing At Donahoe Creek

BIDS MUST BE RECEIVED ON OR BEFORE:
May 31, 2017 3:00:00 PM CDT

BIDS WILL BE PUBLICLY OPENED:
May 31, 2017 3:00:00 PM CDT

Notice is hereby given that sealed Bids for the above-mentioned goods and/or services will be accepted by the Williamson County Purchasing Department. Williamson County uses BidSync to distribute and receive bids. Specifications for this IFB may be obtained by registering at www.bidsync.com.

Williamson County prefers and requests electronic submittal of this Bid.

All electronic bids must be submitted via: www.bidsync.com

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.

Williamson County – Invitation for Bid (IFB)

SECTION 1 - DEFINITIONS

Addendum/Addenda – means any written or graphic instruments issued by the County prior to the consideration of Bids which modify or interpret the Bid Documents by additions, deletions, clarifications, or corrections.

Agreement/Ensuing Agreement(s) – means the Successful Bidder may be required by the County to sign an additional Agreement containing terms necessary to ensure compliance with the IFB and the Bidder's Bid. Such Ensuing Agreement(s) shall contain the Bid specifications, terms and conditions that are derived from the IFB.

Bid Documents – means the Legal Notice, IFB including attachments, and any Addenda issued by the County prior to the consideration of any Bids.

Bid – means the completed and signed bid form, (sometimes referred to as the Price Sheet), and ALL required forms and documentation listed in the IFB package which have been submitted in accordance with the terms and conditions described in the IFB package. A Bid submitted in accordance with this IFB is irrevocable during the specified period for evaluation and acceptance of Bids unless a waiver is obtained from the Williamson County Purchasing Agent.

Bidder – means a person or entity who submits a Bid in response to this IFB.

Contract – means this IFB and the Bid of the Successful Bidder shall become a Contract between the Successful Bidder and the County once the Successful Bidder's Bid is properly accepted by the Williamson County Commissioners Court.

Commissioner's Court – means the Williamson County Commissioners Court.

County – means Williamson County, a political subdivision of the State of Texas.

Invitation for Bid (IFB) – means this document, together with the attachments thereto and any future Addenda issued by the County.

Successful Bidder – means the liable Bidder to whom the County intends to award the Contract.

SECTION 2 - BID FORMAT AND SUBMISSION

2.1 ORGANIZATION OF BID CONTENTS FOR SUBMITTAL

Each Bid should be organized and items submitted in the order described below:

A. Transmittal Letter. Please see Section 2.3, Transmittal Letter, for more information.

B. Price Sheet.

C. Conflict of Interest Questionnaire. Please see Section 2.2, Conflict of Interest, for more information in regards to this. Please note that even if you deem there to be no Conflict of Interest, this signed questionnaire must be included in your package.

D. References. Please see Section 3.15, References, for more information.

E. Bid Affidavit.

F. Form 1295. Please see Section 2.4, Certificate of Interested Parties – Form 1295.

2.2 CONFLICT OF INTEREST

No public official shall have interest in a Contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171, as amended.

As of January 1, 2006, all Bidders are responsible for complying with Local Government Code, Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County's website at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en US/Default.aspx

Each Bidder must disclose any existing or potential conflict of interest relative to the performance of the requirements of this IFB. **Examples of potential conflicts of interest may include an existing business or personal relationship between the Bidder, its principal, or any affiliate or subcontractor with the County or any other entity or person involved in any way with the project that is subject to this IFB**. Similarly, any personal or business relationship between the Bidder, the principals, or any affiliate or subcontractor with any employee, or official of the County or its suppliers must be disclosed. Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with the County employees or officials may be cause for termination.

The County will decide if an actual or perceived conflict should result in Bid disqualification.

By submitting a Bid in response to this IFB, all Bidders affirm they have not given, nor intend to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a the County public servant or any employee, official or representative of same, in connection with this procurement.

Each Bidder must provide a Conflict of Interest Statement with their Bid Package. Package may be deemed incomplete without this form.

2.3 TRANSMITTAL LETTER

The Bidder should submit a Transmittal Letter that provides the following information:

A. Name and address of individual or business entity submitting the Bid.

B. Name, physical address, email address, business and fax number of the Bidder's principal contact person regarding all contractual matters relating to this IFB.

C. The Bid's Federal Employer Identification Number.

D. If the Proposal being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Respondent is encouraged to provide information in narrative indicating the anticipated air quality impact. See Section 4.36, Air Quality for more information.

2.4 CERTIFICATE OF INTERESTED PARTIES – FORM 1295

As of January 1, 2016, all Successful Bidders are responsible for complying with the Texas Government Code, Section 2252.908. The law states that the County may not enter into certain contracts with a Bidder unless the Bidder submits a disclosure of interested parties to the County at the time the Bidder submits the signed Contract. The law applies only to a Contract of the County on or after January 1, 2016 that either:

A. Requires an action or vote by the Commissioners Court before the Contract may be signed (all contracts that fall under the jurisdiction of the Commissioners Court approval, such as contracts resulting from an Initiation for Bid (IFB), RFP, Request for Qualifications (RFQ), etc., excluding, but not limited to, certain Juvenile Service contracts, contracts funded with Sheriff's seized fun monies, etc.); or
B. Has a value of at least $1,000,000.

By January 1, 2016, the Texas Ethics Commission will make available on its website, a new filing application that must be used to file Form 1295. Information regarding how to use the filing application is available on the Texas Ethics Commission website at the following link:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A Respondent must:

A. Use the online application to process the required information on Form 1295.

B. Print a copy of the form which will contain a unique certification number.

C. An authorized agent of the Bidder must sign the printed copy of the form.

D. Have the form notarized.

E. File the completed Form 1295 and certification of filing (scanning and emailing form is sufficient) with Williamson County Purchasing Agent at the time the signed Contract is submitted for approval.

After the Commissioners Court award of the Contract, the County shall notify the Texas Ethics Commission, using the Texas Ethics Commission's filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the Contract binds all parties to the Contract. The Texas Ethics Commission will post the completed Form 1295 to its website within seven business days after receiving notice from the County.

2.5 ETHICS

The Bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the County.

2.6 BID SUBMITTAL DEADLINE

The Bid is due no later than the submittal date and time set forth in the Public Announcement and General Information listed in this IFB package. Contents of each Bid shall be submitted in accordance with this IFB.

2.7 DELIVERY OF BIDS

The County uses BidSync to distribute and receive Bids and proposals. It is preferred that Bids submitted electronically through BidSync; however, Bidders can submit a hard copy.

Refer to www.bidsync.com for further information on how to submit electronically.

If mailed or delivered in person, Bids and Bid Addenda are to be delivered in sealed envelope on or before the submittal deadline, as noted in the Public Announcement and General Information listed in this IFB package, to:

Williamson County Purchasing Department
Attn: **Bid Name and Number**
901 South Austin Avenue
Georgetown, Texas 78626

Also, all Bidders should list their Name and Address, and the Date of the Bid opening on the outside the box or envelope and note "Sealed Bid Enclosed." The County will not accept any Bids received after the submittal deadline, and shall return such Bids unopened to the Bidder. The County will not accept any responsibility for Bids being delivered by third party carriers.

Bids will be opened publically and the names of Bidders and pricing will be read aloud.

SECTION 3 - INSTRUCTIONS AND GENERAL REQUIREMENTS

3.1 INSTRUCTIONS

Read this document carefully, and follow all instructions and requirements. All Bidders are responsible for fulfilling all requirements and specifications. Be sure to have a clear understanding of this IFB.

General requirements apply to all advertised IFBs; however, these may be superseded, in whole or in part, by the bid specifications, Addenda and modifications issued as a part of this IFB. Be sure your Bid package is complete.

3.2 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THIS IFB

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder shall immediately notify the County Purchasing Department of such error in writing and request modification or clarification of the document.

Modifications will be made by issuing Addenda. If the Bidder fails to notify the County prior to the date and time fixed for submission of Bids of an error or ambiguity in the IFB known to the Bidder, or an error or ambiguity that reasonably should have been known to the Bidder, then the Bidder shall be deemed to have waived the error or ambiguity or its later resolution.

The County may also modify the IFB, no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids, by issuance of an Addendum. All Addenda will be numbered consecutively, beginning with one (1).

3.3 NOTIFICATION OF MOST CURRENT ADDRESS

All Bidders in receipt of this IFB shall notify the Williamson County Purchasing Department of any address changes, contact person changes, and/or telephone number changes no later than forty-eight (48) hours prior to the date and time fixed for submission of Bids.

3.4 SIGNATURE OF BIDDER

A. If the Bidder is a Corporation or Limited Liability Company, the legal name of the Corporation Limited Liability Company shall be provided together with the signature of the officer or officers authorized to sign on behalf of such entity.

B. If the Bidder is a General Partnership, the true name of the firm shall be provided with the signature of each partner authorized to sign.

C. If the Bidder is a Limited Partnership, the name of the Limited Partner's General Partner shall provided with the signature of the officer authorized to sign on behalf of the General Partner.

D. If the Bidder is a Sole Proprietor(s) (individual), each Sole Proprietor(s) shall sign.

E. If signature is by an agent, other than the Sole Proprietor(s) or an officer of a Corporation, Limited Liability Company, General Partner or a member of a General Partnership, a power of attorney equivalent document must be submitted to the Williamson County Purchasing Department.

3.5 ASSUMED BUSINESS NAME

If the Bidder operates business under an Assumed Business Name, the Bidder must have on file with the

Williamson County Clerk a current Assumed Name Certificate and provide a file marked copy of same.

3.6 BID OBLIGATION

The contents of the IFB, Bid, and any clarification thereof submitted by the Successful Bidder shall become part of the contractual obligation and incorporated by reference into the Contract and any Ensuing Agreement(s).

3.7 COMPLIANCE WITH IFB SPECIFICATIONS

It is intended that this IFB describe the requirements and the Bid format in sufficient detail to secure comparable Bids. Failure to comply with all provisions of the IFB may, at the sole discretion of the County, result in disqualification.

3.8 WITHDRAWAL OF BID

The Bidder may withdraw its Bid by submitting a written request with the company letterhead and the signature of an authorized individual, as described in Section 3.4, Signature of Bidder, to the Williamson County Purchasing Department any time prior to the submission deadline.

The Bidder may submit a new Bid prior to the deadline. Alterations of the Bid in any manner will not be considered if submitted after the deadline. Withdrawal of a Bid after the deadline will be subject to written approval of the Williamson County Purchasing Agent.

3.9 EVALUATION AND AWARD

The County reserves the right to use all pertinent information (also learned from sources other than disclosed in the Bid process) that might affect the County's judgment as to the appropriateness of award to the lowest and best evaluated Bid. This information may be appended to the Bid evaluation process results. Information on a Bidder from reliable sources, and not within the Bidder's Bid, may also be noted and made part of the evaluation file. The County shall have sole discretion for determining the reliability of the source.

To ensure the proper and fair evaluation of a solicitation, the County prohibits unsolicited communication initiated by the Bidder to the County Official or Employee evaluating or considering the Bids prior to the time an award has been made. Unsolicited communication may be ground for disqualifying the offending Bidder from consideration or award of the solicitation, or any future solicitation.

Communication between the Bidder and the County will be initiated by the appropriate County Official Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the solicitation.

The County intends to award a Contract to the most responsible and responsive Bidder whose Bid will be most advantageous to the County. In accordance with Texas Government Code and Local Government Code, the County may consider, to the extent allowed by law, the following:

A. Price;
B. The Bidder's experience and reputation;
C. Quality of the Bidder's goods and/or services;
D. The Bidder's safety record;
E. The Bidder's proposed personnel;
F. The Bidder's financial capabilities; and
G. Any other relevant factors specifically listed in this IFB or authorized by law.

3.10 CONDISERATION OF LOCATION OF PRINCIPAL OFFICE

Pursuant to Texas Local Government Code, Section 271.905, in purchasing any real property or personal property that is not affixed to real property, if the County receives one or more Bids from a Bidder whose principal place of business is in Williamson County and whose Bid is within three (3) percent of the lowest Bid price received by the County from a Bidder who is not a resident of Williamson County, the County may enter into a contract with:

A. The lowest Bidder; or the Bidder whose principal place of business is in Williamson County if the Commissioners Court determines, in writing, that the local Bidder offers the County the best combination of contract price and additional economic development opportunities Williamson County created by the contract award, including the employment of residents Williamson County and increased tax revenues to Williamson County.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all Bids for any or all goods and/or services covered in this IFB, and to waive informalities or defects in the Bid or to accept such Bid, if it shall deem to be in the best interest of the County.

Awards should be made approximately sixty (60) business days after the Bid opening date. Results may be obtained by viewing the Williamson County vendor portal at the following link:

http://www.wilco.org/CountyDepartments/Purchasing/SearchforaPastBid/tabid/5213/language/en-US/Default.aspx

3.11 RESPONSIBILITY

It is expected that a prospective Bidder will be able to affirmatively demonstrate responsibility. A prospective Bidder should be able to meet the following requirements:

A. Have adequate financial resources, or the ability to obtain such resources as required;
B. Be able to comply with the required or proposed delivery schedule;
C. Have a satisfactory record of performance that can be determined thru references provided; and
D. Be otherwise qualified and eligible to receive an award.

The County may request representation and other information sufficient to determine the Bidder's ability to meet these minimum standards listed above.

3.12 FIRM PRICING

For unit price items, all of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. The Bidder must submit a firm price that must be good from the date of Bid opening for the fixed period of time set out in this IFB. Unless the IFB expressly states otherwise, this period shall be until the end of the Initial Contract Period.

Bids which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a Contract for the period implied or expressly stated in the lowest and best Bid.

3.13 PURCHASE ORDERS

If required by the Williamson County Purchasing Department, a purchase order(s) may be generated to the Successful Bidder for goods and/or services. If a purchase order is issued, the purchase order number must appear on all itemized invoices and/or requests for payment.

3.14 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail or to the apparent omission from it of a

detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

3.15 REFERENCES

The County may require the Bidder to supply a list of at least three (3) references where like services and/or goods have been supplied by their firm within the past five (5) years, to include names, titles, phone numbers and email addresses of key personnel, and dates of performance.

The County may contact some or all of the references in order to determine the Respondent performance record on work similar to that described in this RFP. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

References, if requested, should be provided in accordance with this IFB. Bid may not be deemed complete without the inclusion of requested references.

SECTION 4 - TERMS AND CONDITIONS

4.1 VENUE AND GOVERNING LAW

The Bidder hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this IFB, the Contract and any Ensuing Agreement(s), shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this IFB, the Contract and any Ensuing Agreement(s) is governed by the laws of the United States, this IFB, the Contract and any Ensuing Agreement(s) shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

4.2 INCORPORATION BY REFERENCE AND PRECEDENCE

A. The Contract shall be derived from the IFB and its Addenda (if applicable), and the Bidder's Bid. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. The IFB and its Addenda (if applicable); and

   2. The Bidder's Bid.

B. In the event the County requires that an Ensuing Agreement be executed following award and a dispute arises between the terms and conditions of the Ensuing Agreement, the IFB and its Addenda (if applicable), and the Bidder's Bid, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence:

   1. Terms and conditions of the Ensuing Agreement;

   2. The IFB its Addenda; and

   3. The Bidder's Bid.

4.3 OWNERSHIP OF BID

Each Bid shall become the property of the County upon submittal and will not be returned to Bidders unless received after the submittal deadline.

4.4 DISQUALIFICATION OF BIDDER

Upon signing and submittal of the Bid, a Bidder offering to sell supplies, materials, services, or equipment to the County, certifies that the Bidder has not violated the antitrust laws of the State of Texas codified in Business & Commerce Code, Section 15.01, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all Bids may be rejected if the County believes that collusion exists among the Bidders.

4.5 FUNDING

The County intends to budget and make sufficient funds available and authorize funds for expenditure to finance the costs of the Contract. All Bidders understand and agree that the County's payment of amounts under the Contract shall be contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to make payments under this Contract.

4.6 ASSIGNMENT, SUCCESSORS AND ASSIGNS

The Successful Bidder may not assign, sell, or otherwise transfer the Contract or any other rights or interests obtained under the Contract without written permission of the Commissioners Court. The Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the contracting parties hereto and their respective successors and permitted assigns.

4.7 IMPLIED REQUIREMENTS

Products or services not specifically described or required in the IFB, but are necessary to provide the functional capabilities described by the Bidder, shall be implied and deemed to be included in the Bid.

4.8 TERMINATION

A. **Termination for Cause:** The County reserves the right to terminate the Contract and/or any Ensuing Agreement(s) for default if the Successful Bidder breaches any of the Bid specifications, terms and conditions, including warranties of the Bidder, if any, or if the Successful Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

B. **Termination for Convenience:** The County may terminate the Contract and/or any Ensuing Agreement(s) for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to the Successful Bidder. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to the Successful Bidder for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County termination for convenience.

4.9 NON-PERFORMANCE

It is the objective of the County to obtain complete and satisfactory performance of the requirements set forth herein. In addition to any other remedies available at law, in equity or that may be set out herein, failure to perform may result in a deduction of payment equal to the amount of the goods and/or services that were not provided and/or performed to the County's satisfaction.

In the event of such non-performance, the County shall have the right, but shall not be obligated, to complete the services itself or by others and/or purchase the goods from other sources. If the County elects to acquire the goods or perform the services itself or by others, pursuant to the foregoing, the Successful Bidder shall reimburse the County, within ten (10) calendar days of demand, for all costs incurred by the County (including, without limitation, applicable, general, and administrative expenses, and field overhead, and the cost of necessary equipment, materials, and field labor) in correcting the nonperformance which the Successful Bidder fails to meet pursuant to the requirements set out herein. In the event the Successful Bidder refuses to reimburse the County as set out in this provision, the County shall have the right to deduct such reimbursement amounts from any amounts that may be then owing or that may become owing in the future to the Successful Bidder.

4.10 PROPRIETARY INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

All material submitted to the County shall become public property and subject to the Texas Public Information Act upon receipt. If a Bidder does not desire proprietary information in the Bid to be

disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the Bidder, the County may choose to place such information on the County's website and/or a similar public database without obtaining any type of prior consent from the Bidder.

The County will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General.

To the extent, if any, that any provision in this IFB or in the Bidder's Bid is in conflict with Texas Government Code, Chapter 552, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood, and agreed, that the County, and its officers and employees, may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to the County as to whether or not the same are available to the public. It is further understood that the County, and its officers and employees, shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

4.11 RIGHT TO AUDIT

The Successful Bidder agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of the Successful Bidder, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. The Successful Bidder agrees that the County shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The County shall give the Successful Bidder reasonable advance notice of intended audits.

4.12 TESTING AND INSPECTIONS

The County reserves the right to inspect and test equipment, supplies, materials and goods for quality and compliance with this IFB, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the County can deem the Bidder to be in breach and terminate the Contract and/or any Ensuing Agreement(s).

4.13 BID PREPARATION COSTS

The cost of developing Bids is the sole responsibility of the Bidders and shall not be charged to the County. There is no expressed or implied obligation for the County to reimburse the Bidders for any expense incurred in preparing a Bid in response to this IFB and the County will not reimburse the Bidders for such expenses.

4.14 INDEMNIFICATION

The Successful Bidder shall indemnify, defend and save harmless, the County, its officials, employees, agents and agent's employees from, and against, all claims, liability, and expenses including reasonable attorneys' fees, arising from activities of the Bidder, its agents, servants or employees, performed

hereunder that result from the negligent act, error, or omission of the Bidder or any of the Bidder agents, servants or employees, as well as all claims of loss or damage to the Bidder's and the County property, equipment, and/or supplies.

Furthermore, the County, its officials, employees, agents and agents' employees shall not be liable for damages to the Successful Bidder arising from any act of any third party, including, but not limited to, theft. The Successful Bidder further agrees to indemnify, defend and save harmless, the County from its officials, employee, agents and agents' employees against all claims of whatever nature arising from any accident, injury, or damage whatsoever, caused to any person, or the property of any person, occurring in relation to the Successful Bidder's performance of any services requested hereunder during the term of the Contract and/or any Ensuing Agreement(s).

The Successful Bidder shall timely report all claims, demands, suits, actions, proceedings, liens or judgements to the County and shall, upon the receipt of any claim, demand, suit, action, proceeding, lien or judgement, not later than the fifteenth (15^{th}) day of each month; provide the County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of the County required by the Successful Bidder in the defense of each matter. The Successful Bidder's duty to defend, indemnify and hold the County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Contract and/or any Ensuing Agreement(s), unless otherwise agreed by the County in writing. The provisions of this section shall survive the termination of the Contract and shall remain in full force and effect with respect to all such matters no matter when they arise.

In the event of any dispute between the parties, as to whether a claim, demand, suit, action, proceeding, lien or judgement, that appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of the County, the Bidder shall nevertheless fully defend such claim, demand, suit or action, proceeding, lien or judgement, until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of the Bidder are not an issue in the matter.

The Successful Bidder's indemnification shall cover, and the Successful Bidder agrees to, indemnify the County, in the event the County is found to have been negligent for having selected the Successful Bidder to perform the work described in this request. The provision by the Successful Bidder of insurance shall not limit the liability of the Successful Bidder under the Contract and/or any Ensuing Agreement(s).

4.15 WAIVER OF SUBROGATION

The Successful Bidder and the Successful Bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as an indirect party to any suit arising out of personal or property damages resulting from the Bidder's performance under this Contract and any Ensuing Agreement(s).

4.16 RELATIONSHIP OF THE PARTIES

The Successful Bidder shall be an independent contractor and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions herein which may appear to give the County the right to direct the Successful Bidder as to details of doing work herein covered, or to exercise a measure of control over the work, shall be deemed to mean that the Successful Bidder shall follow the desires of the County in the results of the work only. The County shall not retain or have the right to control the Successful Bidder's means, methods or details pertaining to the Successful Bidder's performance of the work. The County and the Successful Bidder hereby agree and declare that the Successful Bidder is an independent contractor and as such meets the qualifications of an "Independent Contractor" under Texas Workers Compensation Act, Texas Labor Code, Section 406.141, that the Successful Bidder is not an employee of the County, and that the Successful Bidder and its employees, agents and subcontractors shall not be entitled to workers compensation coverage or any other type of insurance coverage held by the County.

4.17 SOLE PROVIDER

The Successful Bidder agrees and acknowledges that it shall not be considered a sole provider of the goods and/or services described herein and that the County may contract with other providers of such goods and/or services if the County deems, at its sole discretion, that multiple providers of the same goods and/or services will serve the best interest of the County.

4.18 FORCE MAJEURE

If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

4.19 SEVERABILITY

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

4.20 EQUAL OPPORTUNITY

Neither party shall discriminate against any employee or applicant for employment because of race, color, sex, religion or national origin.

4.21 NOTICE

Any notice to be given shall be in writing and may be distributed by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

The County: Williamson County Purchasing Department
Attn: Purchasing Agent
901 South Austin Avenue
Georgetown, Texas 78626

The Bidder: Address set out in Bidder's Transmittal Letter.

Notices given in accordance with this provision shall be effective upon (1) receipt by the party to which notice is given, or (2) on the third (3rd) calendar day following mailing, whichever occurs first.

4.22 SALES AND USE TAX EXEMPTION

The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the services and/or goods subject hereof are being secured for use by the County.

4.23 COMPLIANCE WITH LAWS

The County and the Successful Bidder shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of the Contract and any Ensuing Agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, the Successful Bidder shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

4.24 INCORPORATION OF EXHIBITS, APPENDICES AND ATTACHMENTS

All of the Exhibits, Appendices and Attachments referred to herein are incorporated by reference as if set forth verbatim herein. Any conflicting terms in the Contract documents will be resolved at the sole discretion of the Commissioners Court.

4.25 NO WAIVER OF IMMUNITIES

Nothing herein shall be deemed to waive, modify or amend any legal defense available at law or in equity to the County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

4.26 NO WAIVER

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this IFB, the Contract or any Ensuing Agreement(s) shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

4.27 CURRENT REVENUES

The obligations of the parties under the Contract and any Ensuing Agreement(s) do not constitute a general obligation or indebtedness of the County for which the County is obligated to levy, pledge, or collect any of taxation. It is understood and agreed that the County shall have the right to terminate the Contract and any Ensuing Agreement(s) at the end of any the County fiscal year if the governing body of the County does not appropriate sufficient funds as determined by the County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to the Successful Bidder at the end of its then-current fiscal year.

4.28 FOB DESTINATION

To the extent applicable to this IFB, all of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the Bid, unless otherwise specified in the Invitation for Bids. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB Destination point.

4.29 BINDING EFFECT

This Contract and any Ensuing Agreement(s) shall be binding upon and inure to the benefit of the parties

and their respective permitted assigns and successors.

4.30 ASSIGNMENT

The Successful Bidder's interest and duties hereunder may not be assigned or delegated to a third party without the express written consent of the County.

4.31 SAFETY

The Successful Bidder is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with any services to be provided hereunder. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

4.32 GENERAL OBLIGATIONS AND RELIANCE

The Successful Bidder shall perform all services and/or provide all goods, as well as those reasonably inferable and necessary for completion and provision of services and/or goods required hereunder. The Successful Bidder shall keep the County informed of the progress and quality of the services. The Successful Bidder agrees and acknowledges that the County is relying on the Successful Bidder's represented expertise and ability to provide the goods and/or services described herein. The Successful Bidder agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of the County accordance with the County's requirements and procedures. The Successful Bidder's duties, set forth herein, shall at no time be in any way diminished by reason of any approval by the County, n shall the Successful Bidder be released from any liability by reason of such approval by the County, it being understood that the County at all times is ultimately relying upon the Successful Bidder's skill and knowledge in performing the services and providing any goods required hereunder.

4.33 ESTIMATED QUANTITIES

To the extent applicable to this IFB, the estimated quantity of each item listed in this IFB is only estimate; the actual quantity to be purchased may be more or less. The County is not obligated purchase any minimum amount, and the County may purchase any reasonable amount greater than t estimate for the same unit price. Any limit on quantities available must be stated expressly in the Bid.

4.34 CONTRACTUAL DEVELOPMENT

The contents of the IFB and the Successful Bidder's Bid will become an integral part of the Contract, but may be modified, at the County's sole discretion, by provisions of an Ensuing Agreement. Therefore, the Bidder must agree to an inclusion of an Ensuing Agreement of the Bid specifications, terms and conditions of this IFB. If an Ensuing Agreement is required under this IFB, information relative to t Agreement will be located in the Special Provisions Section of this IFB.

4.35 SURVIVABILITY

All applicable agreements that were entered into between the Successful Bidder and the County, under the terms and conditions of the Contract and/or any Ensuing Agreement(s), shall survive the expiration or termination thereof for ninety (90) days unless a new contract has been awarded.

The County may exercise, by written notice to the Successful Bidder no later than ten (10) calendar days of the Contract expiration, this clause for emergencies only.

4.36 AIR QUALITY

In determining the overall best Bid, the County may, to the extent applicable, exercise the option granted to local governments under the Texas Local Government Code, Section 271.907.

This option allows the County to evaluate Bids and give preference to goods and/or services of a Bidder that demonstrates that the Bidder meets or exceeds any and all state or federal environmental standards, including voluntary standards, relating to air quality. If the Bid being submitted will have an effect on air quality for the County (as it relates to any state, federal, or voluntary air quality standard), then the Bidder is encouraged to provide information in narrative indicating the anticipated air quality impact. All Bidders are expected to meet all mandated state and federal air quality standards.

4.37 ENTIRE AGREEMENT

The Contract and any Ensuing Agreement(s) shall supersede all prior Agreements, written or oral between the Successful Bidder and the County and shall constitute the entire Agreement and understanding between the parties with respect to the services and/or goods to be provided. Each of the provisions herein shall be binding upon the parties and may not be waived, modified, amended or altered, except by writing signed by the Successful Bidder and the County.

4.38 PAYMENT

The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251. An invoice shall be deemed overdue the thirty-first (31st) day after the later of the following:

A. The date the County receives the goods under the Contract;
B. The date the performance of the service under the Contract is completed; or
C. The date the Williamson County Auditor receives an invoice for the goods or services.

Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one (1) percent, and the prime rate published in the Wall Street Journal on the first (1st) day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by the Successful Bidder, the County shall notify the Successful Bidder of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of the Successful Bidder, the Successful Bidder shall be entitled to receive interest on the unpaid balance of the invoice submitted by the Successful Bidder beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, the Successful Bidder shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

A. Name, address, and telephone number of the Successful Bidder and similar information in the event the payment is to be made to a different address.

B. The County Contract, Purchase Order.

C. Identification of items or service as outlined in the Contract.

D. Quantity or quantities, applicable unit prices, total prices and total amount.

E. Any additional payment information which may be called for by the Contract.

Payment inquiries should be directed to the following address:

Williamson County Auditor's Office, Accounts Payable Department
Email: accountspayable@wilco.org
Phone: 512-943-1500

4.39 CONTRACTUAL FORMATION AND ENSUING AGREEMENT

The IFB and the Bidder's Bid, when properly accepted by the Commissioners Court, shall constitute a Contract equally binding between the Successful Bidder and the County.

If an Ensuing Agreement is required by this IFB, that information will be provided in Special Provisions section of this IFB. The Successful Bidder shall be required to execute the Agreement at the Williamson County Purchasing Department approximately ten (10) calendar days after the Successful Bidder is notified of award. The Ensuing Agreement shall be in the same form as the Agreement which is attached to the end of this IFB. The only anticipated changes in the Ensuing Agreement will be to include additional exhibits, to fill in blanks to identify the Successful Bidder, and terms relating to the compensation, or to revise the Agreement to accommodate corrections, changes in the scope of services, or changes pursuant to Addenda issued. **Bidders should raise any questions regarding the terms of the Agreement in the form of written questions or submittals as described in the Public Announcement and General Information portion of this IFB.** Because the signed Ensuing Agreement will be substantively and substantially derived from the attached Agreement, each Bidder is urged to seek independent legal counsel as to any questions about the terms, conditions or provisions contained in the Agreement *before* submitting a Bid. Again, the attached Agreement, if applicable, contains important legal provisions and is considered part and parcel of this IFB. Failure or refusal to sign aforesaid Agreement shall be grounds for the County to revoke any award which has been issued, forfeit Bid security, if applicable, and select another Bidder.

4.40 COOPERATIVE PURCHASING PROGRAM

During the term of the Contract resulting from this IFB, the County would like to afford the same prices, terms and conditions to other political subdivisions or public entities. Another entity's participation in the Contract resulting from this IFB is subject to a properly authorized Purchasing Cooperative Inter-local Agreement with the County. Any liability created by purchase orders issued against the Contract shall be the sole responsibility of the governmental agency placing the order.

4.41 INSURANCE REQUIREMENTS

To the extent applicable Insurance information will appear in the Additional Stipulations section that is in this IFB Package.

4.42 BIDDERS BOND, WARRANTY BOND, PERFORMANCE AND PAYMENT BONDS

To the extent applicable Bond information will appear in the Additional Stipulations section that is in this IFB Package.

4.43 LEGAL LIABILITY INFORMATION

The Successful Bidder shall disclose all legal liability information by listing any pending litigation anticipated litigation that your firm is involved in including, but not limited to, potential or actual legal matters with private parties and any local, state, federal or international governmental entities. The County reserves the right to consider legal liability information in the recommendation of any proposed contract to the Commissioners Court.

4.44 INCLEMENT WEATHER

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a Bid submission deadline, the Bid closing will automatically be postponed until the next business day the County is open. If inclement weather conditions or any other unforeseen event causes delays in carrier service operations, the County may issue an Addendum to all known Bidders interested in the project to extend the deadline. It will be the responsibility of the Bidder to notify the County of their interest in the project if these conditions are impacting their ability to turn in a submission within the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

4.45 PREVAILING WAGE RATES

To the extent this procurement is for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction, Texas Government Code, Chapter 2258, shall apply and the contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule" provided by the County. Pursuant to Texas Government Code, Section 2258.022(a)(2), the County has determined the general prevailing rate of the "Prevailing Wage Schedule" in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the United States Code, Section 276a (Davis-Bacon Act).

The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the work is available locally at the prevailing wage rates. The County is not bound to pay—and will not consider—any claims for additional compensation made by any contractor because the contractor pays wages in excess of the applicable minimum rate contained in the Contract Documents. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the work may be found locally at the specified wage rates.

For classifications not shown, workers shall not be paid less than the wage indicated for laborers. The contractor shall notify each worker commencing work on the project the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by the County, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by contractor. A copy of each worker wage rate notification shall be submitted to the County with the Application for Payment for the period during which the worker began on-site activities.

Should the contractor at any time become aware that a particular skill or trade not reflected on the County's "Prevailing Wage Schedule" will be or is being employed in the work, whether by the contractor or by a subcontractor, the contractor shall promptly inform the County and shall specify a wage rate for that skill or trade, which shall bind the contractor.

The contractor and any subcontractor shall pay to the County a penalty of sixty dollars ($60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the "Prevailing Wage Schedule" or any supplement thereto. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the County.

Within thirty-one (31) days of receipt of information concerning a violation of the Texas Government Code Chapter 2258, the County shall make an initial determination as to whether good cause exists to believe a violation occurred. The County's decision on the initial determination shall be reduced to writing and sent to the contractor or subcontractor against whom the violation was alleged, and to the affected

worker. When a good cause finding is made, the County shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the "Prevailing Wage Schedule" and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

After the County makes its initial determination, the affected contractor or subcontractor and worker have fourteen (14) calendar days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by the County or paid to the affected worker. If the contractor or subcontractor and affected worker reach an agreement concerning the worker's claim, the contractor shall promptly notify the County in a written document signed by the worker. It the contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) calendar day after the County determination, the contractor or subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, (Texas Civil Practice and Remedies Code). The parties to the arbitration have ten (10) calendar days after the expiration of the fifteen (15) calendar days referred to above, to agree on an arbitrator; if by the eleventh (11th) calendar day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the contractor or subcontractor the amount of penalty as provided above and the amount owed the worker. The County may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the County has not retained enough from the contractor or subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the contractor and subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The contractor shall promptly furnish a copy of the arbitration award to the County.

Money retained pursuant to the provisions above shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the project at the rate paid by the contractor or subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the contractor or subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars ($60.00) per calendar day of violation per worker shall be retained by Williamson County to offset its administrative costs, pursuant to Texas Government Code, Section, 2258.023. Any retained funds in excess of these amounts shall be paid to the contractor on the earlier of the next progress payment or final payment. Provided, however, that the County shall have no duty to release any funds to either the claimant or the contractor until it has received the notices of agreement or the arbitration award as provided under the provision herein-above.

4.46 CONFIDENTIALITY

The Bidder expressly agrees that it will not use any direct or incidental confidential information that may be obtained while working in a governmental setting for its own benefit, and agrees that it will not access unauthorized areas or confidential information and it will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

Additional Stipulations

1 Additional Stipulations

1.1 Introduction

The Bid evaluation and selection process is detailed in this section, as are other factors, and the format in which the Price Bid of each Bid should be submitted.

1.2 Contract Administrator

J. Terron Evertson, P.E. (or successor), County Engineer, Williamson County 3151 South East Inner Loop, Suite B, Georgetown, Texas shall serve as the County's Technical Contact with designated responsibility to ensure compliance with the requirements of the Contract and any Ensuing Agreement, such as, but not limited to, acceptance, inspection and delivery. The Technical Contact together with the Purchasing Department will serve as a liaison between the Williamson County Commissioners Court and the Successful Bidder.

1.3 Time for Performance

A time frame of forty (40) days (thirty (30) to substantial completion / forty (40) to final completion) is given for completion of plans on this bid. This may begin at the time specified by the County within the three hundred sixty-five (365) days of the pricing quoted on this bid, starting on the day of award. The Contractor will be given written notice to begin work on this project. The Work on this project shall begin within five (5) calendar days after such notification.

Liquidated damages for failure to substantially complete the work within the allotted time will be applied. Liquidated damages are $200 per working day.

The Contractor will be given written notice to begin work on this project. Work on this project shall begin within five (5) working days after such notification. Failure to begin work within the allotted time will result in liquidated damages being incurred at the rate of $200.00 per working day.

1.4 Performance and Payment Bonds

To the extent, this IFB is for the procurement of a public work contract, and the following shall apply:

Texas Local Government Code, Chapter 262.032, governs the requirements for performance bonds for government entities making public work contracts. A performance bond is required if the contract is in excess of $50,000 and is to be made for the full amount of the contract.

Texas Government Code, Chapter 2253.021, governs the requirements for payment bonds for government entities making public work contracts. A payment bond is required if the contract is in excess of $25,000 and is to be made for the full amount of the contract.

The bonds are to be executed and delivered to the County **prior to issuing Notice to Proceed**. The bonds must be executed by a corporate surety or sureties in accordance with the Texas Insurance Code. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit bid price.

If the public works contract is less than $50,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the County.

1.5 Bidder's Bonds

All Bids requiring a Bid Bond shall be accompanied by a certified cashier's check upon a National or State bank in an amount not less than five (5) percent of the total maximum bid price, payable without recourse to the 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 and deliver to the County performance and payment bonds prior to being recommended for award of the Contract**. **Bid guarantees must be submitted in the same sealed envelope with the Bid**. Bids submitted without check or bid bonds will not be considered. For unit price contracts, the total maximum bid price shall be estimated and calculated by multiplying the estimated quantities to the unit bid price.

1.6 Warranty Bonds

When a Warranty Bond is required it shall be submitted by the Successful Bidder prior to issuing Notice to Proceed, and shall be in the amount of **twenty (20) percent of the total project construction cost.** This Warranty Bond shall be security for the true and faithful performance of all warranties for one (1) year from the date of final payment. For unit price contracts, the total project construction cost shall be estimated and calculated by multiplying the estimated quantities to the bidder's unit bid price.

1.7 Insurance Requirements

By signing its Bid, the Bidder agrees to maintain at all times during any term of the Contract and any ensuing Agreement at Bidder's cost, insurance in accordance with this provision.

Bidder will be required to submit Certificates of Insurance **prior to contract award and any renewals.**

All certificates of insurance coverage as specified below must be provided to the following location:

Williamson County Purchasing Department
901 S Austin Ave
Georgetown, Texas 78626

Failure to comply with these Insurance Requirements may result in the termination of the Contract and any ensuing Agreement(s) between the Successful Bidder and County.

The following coverage limits shall be required at a minimum:

A. Worker's Compensation — Statutory – Texas Law

B. Employer's Liability:

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

C. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability	$1,000,000	$1,000,000
Aggregate policy limits:	$1,000,000	

Successful Bidder's property will not be covered by any insurance that may be carried by the County. Successful Bidder assumes the risk of loss on its contents and property that are situated on/in/around the County property. The Successful Bidder is strongly encouraged to obtain insurance on its property to the extent deemed necessary by the Successful Bidder.

The deductible for an insurance policy required hereunder shall not exceed $100,000. **The County shall be named as an additional insured under any policy of insurance required hereunder.**

Successful Bidder shall not commence any work until it has obtained all required insurance and such insurance has been approved by County. Successful Bidder shall not allow any subcontractor(s) to commence work to be performed until all required insurance has been obtained by such subcontractor(s) and approved by County. Approval of the insurance by County shall not relieve or decrease the liability of Successful Bidder or its subcontractor(s) hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Successful Bidder shall furnish County with a certificate of coverage issued by the insurer. Successful Bidder shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) CALENDAR DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Successful Bidder, that no provision of this Contract or any ensuing Agreement shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Contract or any ensuing Agreement.

Workers' Compensation Coverage Requirements

The Texas Labor Code, Section 406.096, requires workers' compensation insurance coverage for all persons providing services on a building or construction project for a governmental entity such as the County. The rule requires the County to timely obtain certificates of coverage and retain them for the duration of the project. The rule also sets out the language to be included in the Bid specifications and in contracts awarded by a governmental entity and the information required to be in the posted notice to employees. The rule is adopted under the Texas Labor Code, Section 402.061.

The information provided below is a result of this rule. By submitting your Bid to the County, you are acknowledging that this rule is a part of these Bid specifications, and that you will observe and abide by all of the requirements outlined in the rule. You are further agreeing that should your Bid be accepted by the Williamson County Commissioners Court, the necessary certificates of coverage showing workers' compensation coverage, will be provided to the following name and address prior to beginning work:

Williamson County Purchasing Department
901 S. Austin Ave.
Georgetown, TX 78626

Failure to comply with this request may result in termination of the Contract and any ensuing Agreement. If you have any questions related to this ruling and/or requirement, you are encouraged to contact either the Williamson County Purchasing Department at (512) 943-1546, or you may call the Texas Workers' Compensation Commission at (800) 372-7713.

A. The following words and terms, when used in this provision, shall have the following meanings. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

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 workers' compensation coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

2. Building or Construction – Has the meaning defined in the Texas Labor Code, Section 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, Section 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.

6. Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the County.

7. Persons providing services on the project ("subcontractor" in the Texas Labor Code, Section 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 the 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 the Texas Labor Code, Section 401.011(44), for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of workers compensation coverage to Williamson County prior to being awarded the Contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with Williamson County showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the County:

1. A certificate of coverage, prior to that person beginning work on the project, so Williamson County will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the 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 the 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:

    i. (a) a certificate of coverage, prior to the other person beginning work on the project; and
    ii. (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 County in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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 Williamson County that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of Contract by the contractor which entitles the County to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the County.

WILLIAMSON COUNTY
1848

WILLIAMSON COUNTY
PROJECT CONSTRUCTION MANUAL

FOR
COUNTY ROAD 384
LOW WATER CROSSING RECONSTRUCTION

Bid No._____

Bid Date: <TBD>
Bid Time: <TBD>

Williamson County, Texas
Purchasing Department
901 South Austin Avenue
Georgetown, TX 78626

April 2017

ENGINEER SEAL

The enclosed Texas Department of Transportation Specifications, Special Specifications, Special Provisions, General Notes and Specification Data in this document have be selected by me, or under by 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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BID FORM

PROJECT IDENTIFICATION

Project No. County Road 384 Low Water Crossing Reconstruction

THIS BID IS SUBMITTED TO:

Williamson County Purchasing Department
[redacted] Attn: Blake Skiles
901 South Austin Avenue
Georgetown, Texas 78626

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Bidder accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening and shall be exclusive of federal excise and state and local sales tax (exempt). Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of County's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over County.

The undersigned affirms that he or she is duly authorized to execute this Bid and that by executing this Bid, Bidder understands, acknowledges and agrees that the Bidder's Bid, when properly accepted by the Williamson County Commissioners Court, shall constitute a contract equally binding between the Successful Bidder and Williamson County upon Contract Award. Bidder represents to Williamson County that Bidder has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this Bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to submit a Bid or not to submit a Bid thereon.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices, and will pay not less than the Prevailing Wage Rates for Williamson County, Texas. The work will be completed within 60 calendar days from the date for commencing work as set forth in the "Notice to Proceed" to be issued by the COUNTY.

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____

_____

_____

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON _____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

_____
(Signature)

doing business as _____
Business address: _____
_____
Phone Number: _____ Fax Number: _____
Email: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____
(General Partner)

_____
(Signature)

Business address:

_____

_____

_____

Phone Number: _____ Fax Number: _____
Email: _____

A Corporation

By _____ (SEAL)
(Corporate Name)

_____
(State of Incorporation)

By _____ (SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address

_____

_____

_____

Phone Number: _____ Fax Number: _____

Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By _____ (SEAL)
(Name)

_____
(Address)

_____
(Signature)

By _____
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____

_____

_____

_____

(Each joint venturer must sign. The manner for signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner above.)

BID FORM
COUNTY ROAD 384
LOW WATER RECONSTRUCTION

TxDOT Bid Item	Description	Unit	Estimated Quantity	Computed Unit Price	Total Price
0100 6002	PREPARING ROW	STA	4		
0100 6003	PREPARING ROW (TREE) (5" TO 12" DIA)	EA	1		
0110 6001	EXCAVATION (ROADWAY)	CY	190		
0132 6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	100		
0160 6004	FURNISHING AND PLACING TOPSOIL (6")	SY	870		
0164 6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	SY	870		
0169 6003	SOIL RETENTION BLANKETS (CL 1) (TY C)	SY	870		
0247 6064	FL BS (CMP IN PLC) (TY A GR 4) (6")	SY	370		
0260 6073	LIME TRT (SUBGRADE) (8")	SY	540		
0340 6011	D-GR HMA(SQ) TY-B PG64-22	TON	85		
0340 6120	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	43		
0360 6004	CONC PVMT (CONT REINF - CRCP) (10")	SY	230		
0432 6036	RIPRAP (STONE PROTECTION) (30 IN)	CY	185		
0432 6008	RIPRAP (CONC) (CL B) (RR8 & RR9)	CY	21		
0462 6010	CONC BOX CULV (6 FT X 3 FT)	LF	84		
0466 6153	WINGWALL (FW - 0) (HW=7FT)	EA	2		
0496 6008	REMOV STR (BOX CULVERT)	LF	20		
0500 6001	MOBILIZATION	LS	1		
0502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2		
0506 6002	ROCK FILTER DAMS (INSTALL) (TY 2)	LF	200		
0506 6003	ROCK FILTER DAMS (INSTALL) (TY 3)	LF	85		
0529 6013	CONC CURB (SPECIAL) (TY II) (SAWTOOTH)	LF	60		
0552 6001	WIRE FENCE (TY A)	LF	132		
0644 6001	IN SM RD SN SUP&AM TY10BWG (1) SA (P)	EA	2		
0644 6004	IN SM RD SN SUP&AM TY10BWG (1) SA (T)	EA	2		
DMS 6200	FILTER FABRIC	SY	300		
COA 628S-B	SEDIMENT CONTAINMENT DIKES	LF	660		
				Project Total	

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COUNTY ROAD 384 LOW WATER CROSSING RECONSTRUCTION
WILLIAMSON COUNTY
GOVERNING SPECIFICATIONS
(STANDARD SPECIFICATIONS)

WHERE DISCREPANCIES OCCUR BETWEEN THE TECHNICAL SPECIFICATIONS, THE FOLLOWING DESCENDING ORDER OF PRIORITY SHALL GOVERN: (1) SPECIAL CONDITIONS AND (2) STANDARD 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.

ITEMS 1-9 ARE SUPERSEDED BY THE CONTRACT GENERAL AND SPECIAL CONDITIONS, WHERE APPLICABLE. WHEREVER, IN THE TXDOT STANDARD SPECIFICATIONS, REFERENCE IS MADE TO THE STATE OF TEXAS, THE DEPARTMENT AND ITS REPRESENTATIVES, SUCH REFERENCE SHALL BE TAKEN TO MEAN WILLIAMSON COUNTY AND ITS REPRESENTATIVES.

ITEM 100	PREPARING RIGHT OF WAY
ITEM 104	REMOVING CONRETE
ITEM 105	REMOVING TREATED AND UNTREATED BASE AND ASPHALT PAVEMENT
ITEM 110	EXCAVATION
ITEM 132	EMBANKMENT
ITEM 160	TOPSOIL
ITEM 164	SEEDING FOR EROSION CONTROL
ITEM 168	VEGETATIVE WATERING
ITEM 169	SOIL RETENTION BLANKETS
ITEM 247	FLEXIBLE BASE
ITEM 260	LIME TREATMENT (ROAD-MIXED)
ITEM 340	DENSELY-GRADED HOT-MIX ASPHALT (SMALL QUANTITY)
ITEM 360	CONCRETE PAVEMENT
ITEM 400	EXCAVATION AND BACKFILL FOR STRUCTURES
ITEM 402	TRENCH EXCAVATION AND PROTECTION
ITEM 432	RIPRAP
ITEM 440	REINFORCEMENT FOR CONCRETE
ITEM 462	CONCRETE BOX CULVERTS AND DRAINS
ITEM 466	HEADWALLS AND WINGWALLS
ITEM 496	REMOVING STRUCTURES
ITEM 500	MOBILIZATION
ITEM 502	BARRICADES, SIGNS, AND TRAFFIC HANDLING
ITEM 506	TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL CONTROLS
ITEM 529	CONCRETE CURB, GUTTER, AND COMBINED CURB AND GUTTER
ITEM 552	WIRE FENCE
ITEM 644	SMALL ROADSIDE SIGN ASSEMBLIES

STANDARD SPECIFICATIONS: TEXAS DEPARTMENT OF TRANSPORTATION MATERIAL SPECIFICATIONS

ITEM 6200 FILTER FABRIC (05/10)

STANDARD SPECIFICATIONS: MOST CURRENT VERSION ADOPTED BY THE CITY OF AUSTIN

ITEM 628 SEDIMENT CONTAINMENT DIKES (12/31/13)

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER PERINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-LISTED SPECIFICATION ITEMS, CONSTITUTE THE COMPLETE SPECIFICATIONS FOR THIS PROJECT.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

Definition of Terms

County: Williamson County acting through the Road and Bridge Division.

Contractor: Successful bidder of the attached Invitation for Bid.

Engineer: Williamson County Director of Road and Bridge, or designee.

Inspector: Engineer's designee assigned full, or part, time to the contractor's crew for the oversight of the work.

Specifications: Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges 2014.

TxDOT: Texas Department of Transportation

Working Day: Monday through Friday (excluding County approved holidays), if weather permits the performance of the contract (as determined by the inspector) for a continuous period of at least 6 hrs. (excluding lunch) between 8:00 A.M. and 5:00 P.M.

Control of Materials

Source Control. The Contractor shall use only materials that meet Contract requirements. Unless otherwise specified or approved by the Engineer, the Contractor shall use new materials for the work. The Contractor shall secure the Engineer's approval of the proposed source of materials to be used before their delivery to the site. Materials can be approved by the Engineer at a supply source or staging area but may be re-inspected at the job site. Contractor shall be responsible for cost of additional sampling and testing if material source changes.

Material Quality. It is the Contractor's responsibility to correct or remove materials that fail to meet the contract requirements.

Materials not meeting Contract requirements will be rejected, unless the Engineer approves corrective actions. Upon rejection by the Engineer, the Contractor must immediately remove and replace rejected materials.

If the Contractor does not comply with this Article, the County may remove and replace defective material. The cost of testing, removal, and replacement will be deducted from invoice submitted to the County.

Manufacturer Warranties. Contractor shall transfer to the County warranties and guarantees required by the Contract, from Contractor sources, or received as part of normal trade practice.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

Plant Inspection and Testing. The Engineer may, but is not obligated to, inspect materials at the acquisition or manufacturing source. Material samples will be obtained and tested for compliance with quality requirements. Materials produced under County inspection are for County use only unless released in writing by the Engineer.

If inspection is at the plant, Contractor shall meet the following conditions unless otherwise specified:

- Cooperate fully and assist the Engineer during the inspection.
- Ensure the Engineer has full access to all parts of the plant used to manufacture or produce materials.
- In accordance with pertinent items and the Contract, provide a facility at the plant for use by the Engineer as an office or laboratory.

The Engineer may provide inspection for periods other than daylight hours if:

- Continuous production of materials for County use is necessary due to the production volume being handled at the plant, and
- The lighting is adequate to allow satisfactory inspection.

The Contractor shall provide copies of all test results to the County and the Engineer prior to the County's acceptance of improvements.

The Contractor shall coordinate with the County's field representative 48 hours prior to schedule density testing. The County's field representative shall witness all testing.

GENERAL NOTES

All work performed and all products furnished under the provision of the contract shall comply with requirements which pertain to the various items of work included herein as *Standard Specification for Construction of Highways, Streets and Bridges* of the Texas Department of Transportation, adopted November 1, 2014, and as amended and/or updated, which is incorporated herein by reference for all purposes. In the event that any specification set out herein conflicts with said TxDOT specifications, the specification set out herein shall control and govern.

The Contractor will be given written Notice to Proceed on this project. The project shall begin within five (5) working days after such notification and shall continue for forty (40) working days.

Once work begins, Contractor shall continuously execute the work until completion, unless otherwise directed by Engineer.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

The Contractor shall determine the exact location of all existing utilities before commencing work, and is fully responsible for any and all damages associated by Contractor's failure to locate and preserve utilities.

The actual quantity required may be varied from the estimated quantities in the contract. The Contractor shall be compensated for completed work based on actual quantities per bid item.

If multiple days are required to complete work, Contractor shall not leave work in hazardous conditions, as determined by the engineer.

Do not park equipment or make stockpiles where driver sight distance to businesses and side street intersections is obstructed, especially after work hours. If it is necessary to park where driver's views are blocked, Contractor shall make every effort to flag traffic accordingly. Give the travelling public first priority.

The Contractor shall be responsible for marking every 100 foot station, and shall maintain the markings for the duration of the project. This work shall be considered subsidiary to the various bid items.

An english-speaking superintendent shall be available on the project at all times when work is being performed. The Contractor shall provide the construction inspector with contact information for the superintendent.

If any significant recharge features, such as sinkholes, caves, or any other subterranean openings are discovered during construction or core sampling, all activities near the feature must be immediately suspended. The construction inspector must be contacted for evaluation. The discovery may require TCEQ review and approval for the methods proposed to protect the aquifer from any potential adverse impacts.

Construction vehicles may be restricted from traversing or utilizing existing roadways, unprotected construction areas, and areas with vegetative cover, as determined by the construction inspector.

Contractor's equipment and vehicles shall not be maintained on-site during construction, except at designated maintenance sites as approved by the construction inspector.

Any soils contaminated during construction of the proposed project shall be transported from the site and properly disposed of off-site, off the contributing zone, and off any draining to the recharge zone of the Edwards Aquifer. Payment for this work shall be considered subsidiary to the pertinent bid items.

Contractor shall provide at least one portable restroom near the work site(s) at all times in order to provide a bathroom to individuals providing work hereunder. Contractor shall monitor and

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

prevent its employees and any of its subcontractors that are providing work on the project from urinating or defecating on property in, on or adjacent to the areas in which work is being performed.

Contractor shall maintain positive drainage for permanent and temporary site conditions for duration of project.

Contractor shall comply with insurance requirements dictated within this contract.

Weekend and holiday work is allowed with prior approval by engineer.

The Contractor shall perform work during appropriate weather conditions, unless otherwise directed by engineer. If work is performed at the Contractor's option during, or prior to, inclement weather conditions and the work is damaged, the Contractor is responsible for all costs associated with replacing the work.

ABOVE-GROUND STORAGE TANKS

Shall not be permitted.

BLASTING

No Blasting will be allowed on the project.

ENTRY INTO AND PROTECTION OF ADJACENT PROPERTIES

Design of this project did not contemplate a need to enter adjacent properties except where either permanent or temporary working easements are shown on the Plans. Should it be necessary during construction of the work to enter on adjacent properties, the County shall be notified. The Contractor shall be responsible for all arrangements to enter and shall be liable for repair of fences and restoration of any property damage outside of the right of way and easements shown in the plans.

Access to the right of way and easements adjacent to private property shall be coordinated with the adjacent property owner at least 48 hours in advance.

LOCATION AND PROTECTION OF UTILITIES

Notwithstanding any other provision of this Contract, the Contractor shall be solely responsible for the location and protection of any and all public and/or private utility lines and utility customer service lines in the work 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 may provide such information that it has about the location and grade of water, gas, telephone, cable TV 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

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

lines damaged by the Contractor's operations shall be immediately repaired by the Contractor or he shall cause such damage to be repaired at his expense. Contractor shall contact Dig-Tess at 1-800-344-8377, for utility verification, prior to beginning construction.

SURPLUS MATERIAL

Excavated or surplus natural soil and rock material, unless otherwise noted in the Plans or Specifications, shall be known as "spoil" and properly disposed of by the Contractor off-site at his sole expense. Any permits necessary for the disposal of such material shall be acquired by the Contractor at his expense.

Any surplus material defined as "solid waste" under the Texas Commission on Environmental Quality Municipal Solid Waste Regulations shall be disposed of in compliance with all applicable solid waste management regulations.

Final cleanup will include the removal of excess material considered detrimental to vegetation growth within the working area. Materials such as excess concrete and other materials, as specified by the Engineer, will be removed at the Contractor's expense.

RESTORATION/REVEGETATION

All disturbed areas within the right of way, easements, and limits of construction shall be restored. Restoration shall include all topsoil, seeding/sodding, watering, fertilizer, labor and equipment necessary to complete the project in accordance with the Plans and Specifications. Restoration shall be installed and vegetation established prior to final acceptance of the project, or as approved by the County.

Care shall be exercised to prevent damage to all property in and around the construction zone. The Contractor shall be liable for the repair and restoration of any property damaged as a result of the Contractor's prosecution of the work. This shall include, but is not limited to, revegetation of all areas damaged or destroyed by construction. Contractor will be held liable and responsible for such areas until growth is reestablished to the satisfaction of the County.

Ornamental landscape plantings of trees, shrubs and grasses that are damaged or destroyed during construction shall be replaced with plant material of comparable size and quality approved by the County.

Revegetation measures will begin as soon as practical. The County reserves the right to require the immediate installation of revegetation measures whenever deemed necessary.

The County reserves the right to require additional revegetation measures deemed necessary at any time after construction has begun until the County has accepted the erosion control measures and revegetation measures.

The Contractor shall be responsible for maintaining, repairing or replacing all erosion control devices as may be directed by the Construction Inspector. This work will be considered subsidiary to the various bid items.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

Item 100
The Contractor shall notify the Construction Inspector prior to clearing operations. Upon notification, the observer will schedule a walk-through with the Contractor and designate all trees and other features to be protected during construction. The Contractor shall not begin any clearing of the right-of-way prior to this walk-through. The designated features shall be protected in accordance with the plans and specifications, or as directed by the inspector. No fences shall be removed without notification to the observer.

Removal of any obstructions on the right of way that are not shown on the plans is included under preparing right of way. The inspector shall be notified prior to removal of obstructions. All right-of-way clearing operations will be coordinated with the project's SW3P and as directed or approved by the construction observer.

The Contractor may be required to trim and remove brush and trees in order to construct the project or to provide a horizontal clearance of approximately 2 feet inside the right-of-way line and a vertical clearance of at least 12 feet. For this operation, no vertical flailing equipment shall be used and the method shall be approved by the Construction Observer.

Burning of brush will not be permitted, unless otherwise directed by the County.

The Contractor is responsible for plugging and capping all irrigation systems at the right-of-way line. The Contractor shall notify the property owner at least 48-hours in advance of performing modifications to irrigation systems.

Item 110
Excavation quantities are measured to the bottom of the topsoil (4" below the proposed grade). To the extent possible, all existing topsoil shall be salvaged, stockpiled and redistributed to the graded areas.

Item 132
All materials brought to project site shall have a maximum P.I. of 25 and minimum P.I. of 6. Borrow sources shall be submitted and approved by observer prior to delivery to project. The Engineer must approve the embankment material before use on the project.

Embankment quantities are measured to the bottom of the topsoil (4" below the proposed grade). To the extent possible, all existing topsoil shall be salvaged, stockpiled and redistributed to the graded areas.

Item 160
The Construction Observer shall be notified to inspect all topsoil sources before digging begins. All off-site topsoil shall have a minimum PI of 20. The actual depth of the topsoil source shall be as approved by the construction observer. Topsoil shall comply with the requirements of item 20-1 of the Williamson County Protocol for sustainable roadsides.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

Item 161 and Item 164
Compost, mulch and seed mixtures shall comply with the requirements of the Williamson County protocol for sustainable roadsides. Apply 3" of erosion control compost (ECC) on top of 4" of topsoil in all areas to be revegetated, unless otherwise directed. Install topsoil at proposed grade and place ECC above proposed grade.

The Contractor shall obtain water at a source that is metered or shall furnish the manufacturer's specifications showing tank capacity for each truck used. The Contractor shall notify the Construction Observer prior to watering so that the Construction Observer may verify meter readings or truck counts. Water all areas of the project to be seeded or sodded. Maintain the seed bed in a condition favorable for the growth of grass. Watering can be postponed immediately after a rainfall on the site of 1/2 –inch or greater, but shall be resumed before the soil dries out, continue watering until final acceptance. County is not responsible for the source of water to be used on the project even during a drought condition. Watering rates shall comply with the requirements of the Williamson County protocol for sustainable roadsides.

Item 432
Typical concrete riprap shall be placed at a 5" thickness or as directed by the Engineer.

Item 462
If pre-cast units are used, the fill material between the boxes shall consist of concrete aggregate with two sacks of Portland Cement per cubic yard (two sack concrete). The two sacks of cement are part of the box culvert work and will not be paid for directly.

Item 466
Removal of existing headwalls will not be paid for directly, but will be considered subsidiary to the pertinent bid items.

Item 496
If necessary, Contractor shall perform traffic control for any structure removal, as directed by the Engineer.

Item 502
Traffic control plans shown within these plans are a minimum requirement. The contractor shall be responsible for any additional signs, barricades, flagmen or other traffic control devices as necessary for the safety of the traveling public. All traffic control deveices shall be compliant with the current Texas Manual of Uniform Traffic Control Devices.

Necessary barricades, sufficient lighting, signage and other traffic control methods as may be necessary for the protection and safety of the public shall be provided by the Contractor and maintained during the construction process. Any open trenches shall be covered and protected overnight as needed. The traffic control shall be adjusted in the morning prior to beginning any work.

Project Number: < >

County: Williamson

Project Name: County Road 384 Low Water Crossing Reconstruction

The Contractor shall notify the County when any traffic control changes are to be made. The notification must be made TWO DAYS prior to any change.

The Contractor shall provide all traffic control measures to prosecute the work in conformance with the Texas Manual on Uniform Traffic Control Devices, latest edition.

Access to all side streets and driveways shall be maintained at all times by the Contractor. The Contractor shall maintain 3:1 safety slopes on drop-offs greater than 2-inches that are adjacent to traffic.

The Contractor's crew leader shall be a competent person who will be responsible and available on the project site or in the immediate area to insure compliance with the TCP.

Item 644

All small signs not detailed in the plans shall be built in accordance with the latest edition of the Standard Highway Sign Designs for Texas. Where a sign size or particular legend is shown and such sign size or legend is not shown in the publication, the Contractor shall furnish the sign as detailed in the plans.

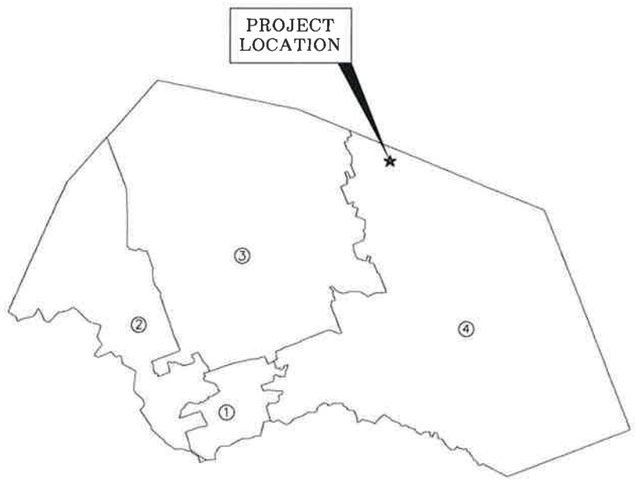
All existing regulatory signs must remain displayed at all times unless the roadway is closed to traffic.

The Contractor shall be responsible for removing and replacing any signs that are in the way of construction. Existing signs and sign posts that are in good condition can be replaced with a new triangular slipbase per TxDOT detail. A complete new sign assembly will be required if sign is damaged or at the direction of the Engineer. Sign mounting height shall comply with TxDOT standards.

WILLIAMSON COUNTY, TEXAS

CONSTRUCTION PLANS FOR

COUNTY ROAD 384
LOW WATER CROSSING RECONSTRUCTION



WILLIAMSON COUNTY
LOCATION MAP
N.T.S.

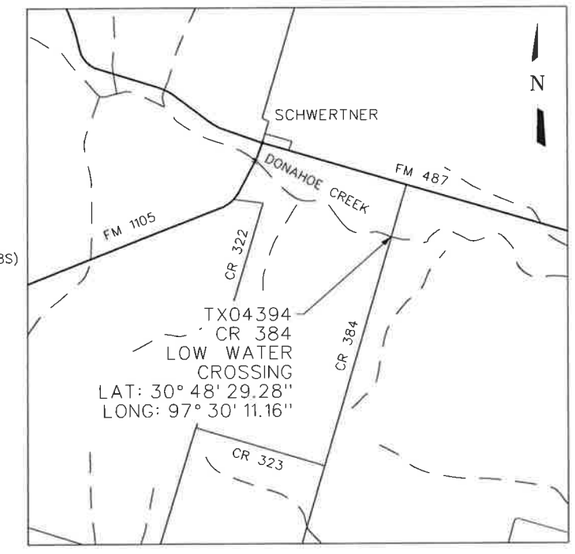
APRIL 2017

FUNCTIONAL CLASSIFICATION - RURAL LOCAL
PROJECT DESIGN SPEED - 10 MPH
2011 ADT- 68

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER
2	TYPICAL SECTIONS
3	EROSION AND SEDIMENTATION CONTROL PLAN (COA STANDARD 628S)
4	ROADWAY PLAN AND PROFILE
5	DRAINAGE AREA MAP
6	CULVERT LAYOUT
7-18	*TXDOT STANDARD BC(1)-14 TO BC(12)-14
19-20	*TXDOT STANDARD EC(1)-16 TO EC(2)-16
21	*TXDOT STANDARD SCP-6
22	*TXDOT STANDARD FW-0
23-24	*TXDOT STANDARD CRCP(1)-13
25	*TXDOT STANDARD FGA-15
26	*TXDOT STANDARD TSR(4)-13
27	*TXDOT STANDARD SMD(GEN)-08
28-30	*TXDOT STANDARD SMD(SLIP-1)-08 TO SMD(SLIP-3)-08
31	*TXDOT STANDARD CRR

*THE TXDOT STANDARD DETAIL SHEETS IDENTIFIED ABOVE HAVE BEEN SELECTED BY THE ENGINEER OF RECORD OR UNDER HIS RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THE PROJECT.



VICINITY MAP
N.T.S.

WILLIAMSON COUNTY
DEPARTMENT OF INTRASTRUCTURE
3151 S.E. INNER LOOP, SUITE B
GEORGETOWN, TEXAS 78626
512-943-3330
www.wilco.org

WILLIAMSON COUNTY
1848

STATE OF TEXAS
J. GARRETT JOHNSTON
115778
LICENSED
PROFESSIONAL ENGINEER
04/14/2017

FREESE AND NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone - (512) 617-3100
Fax - (512) 617-3101

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

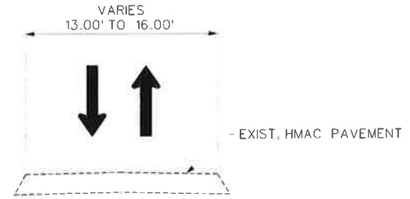
WIC16638

APPROVED AND RECOMMENDED FOR CONSTRUCTION

J. TERRON EVERTSON, P.E. COUNTY ENGINEER 4/25/17 DATE

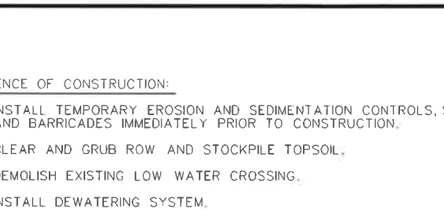
SEQUENCE OF CONSTRUCTION:

1. INSTALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS, SIGNS, AND BARRICADES IMMEDIATELY PRIOR TO CONSTRUCTION.
2. CLEAR AND GRUB ROW AND STOCKPILE TOPSOIL.
3. DEMOLISH EXISTING LOW WATER CROSSING.
4. INSTALL DEWATERING SYSTEM.
5. CONSTRUCT NEW CULVERTS AND HEADWALLS, INCLUDING INSTALLATION OF FILTER FABRIC AND ROCK RIPRAP AT CULVERT ENDS.
6. CONSTRUCT ROADWAY, INCLUDING SAWTOOTH CURB AND PERMANENT SIGNAGE.
7. STABILIZE DISTURBED AREAS AND STOCKPILE AREAS WITH TOPSOIL, SEEDING, AND SOIL RETENTION BLANKETS WITHIN 14 DAYS OF LAST CONSTRUCTION ACTIVITY IN THE AREAS.
8. WATER REVEGETATION AREAS UNTIL GRASS IS ESTABLISHED.
9. REMOVE ALL TEMPORARY EROSION AND SEDIMENTATION CONTROLS, SIGNS, AND BARRICADES UPON COMPLETION OF ALL CONSTRUCTION ITEMS.



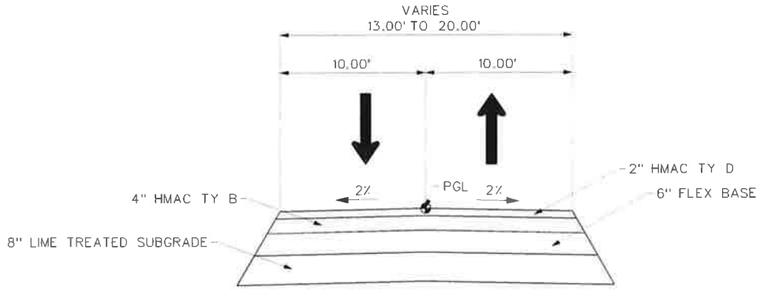
CR 384
EXISTING TYPICAL SECTION

N.T.S.



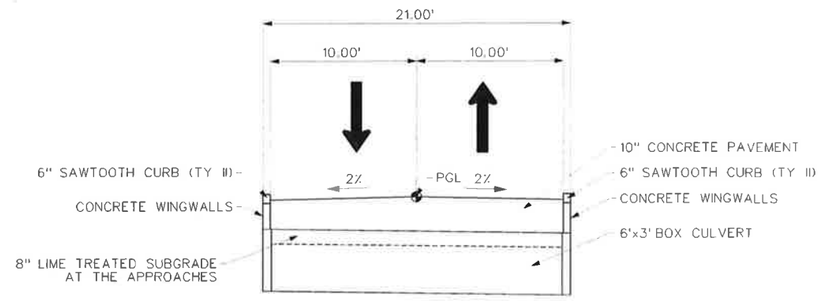
SAWTOOTH CURB DETAIL

N.T.S.



CR 384
PROPOSED ROAD TYPICAL SECTION

N.T.S.



CR 384
PROPOSED TYPICAL SECTION
AT CULVERT/APPROACHES

N.T.S.

HORIZONTAL ALIGNMENT CURVE DATA

Beginning chain CR384 description

Point CR01 N 10,268,77.4988 E 3,184,919.5709 Sta 10+00.00

Course from CR01 to PC CUR_CR01 N 15° 33' 23.11" E Dist 14.2852

Curve Data

Curve CUR_CR01
P.I. Station 10+22.44 N 10,268,799.1143 E 3,184,925.5883
Delta = 1° 52' 05.50" (RT)
Degree = 11° 27' 32.96"
Tangent = 8.1523
Length = 16.3031
Radius = 500.0000
External = 0.0665
Long Chord = 16.3023
Mid. Ord. = 0.0664
P.C. Station 10+14.29 N 10,268,791.2607 E 3,184,923.4020
P.T. Station 10+30.59 N 10,268,806.8925 E 3,184,928.0295
C.C. N 10,268,657.1671 E 3,185,405.0854
Back = N 15° 33' 23.11" E
Ahead = N 17° 25' 28.61" E
Chord Bear = N 16° 29' 25.86" E

Course from PT CUR_CR01 to PC CUR_CR02 N 17° 25' 28.60" E Dist 35.9259

Curve Data

Curve CUR_CR02
P.I. Station 10+70.00 N 10,268,844.5088 E 3,184,939.7891
Delta = 0° 47' 56.04" (LT)
Degree = 11° 27' 32.96"
Tangent = 3.4859
Length = 6.9717
Radius = 500.0000
External = 0.0122
Long Chord = 6.9717
Mid. Ord. = 0.0122
P.C. Station 10+66.51 N 10,268,841.1698 E 3,184,938.7875
P.T. Station 10+73.49 N 10,268,847.8613 E 3,184,940.7439
C.C. N 10,268,984.8218 E 3,184,459.8678
Back = N 16° 41' 47.84" E
Ahead = N 15° 53' 51.80" E
Chord Bear = N 16° 17' 49.82" E

Course from PT CUR_CR02 to PC CUR_CR03 N 15° 53' 51.80" E Dist 192.3916

Curve Data

Curve CUR_CR03
P.I. Station 12+74.75 N 10,269,041.4249 E 3,184,995.8736
Delta = 2° 01' 57.32" (LT)
Degree = 11° 27' 32.96"
Tangent = 8.8698
Length = 17.7377
Radius = 500.0000
External = 0.0787
Long Chord = 17.7368
Mid. Ord. = 0.0787
P.C. Station 12+65.88 N 10,269,032.8944 E 3,184,993.4440
P.T. Station 12+83.62 N 10,269,050.0362 E 3,184,997.9992
C.C. N 10,269,169.8549 E 3,184,512.5679
Back = N 15° 53' 51.80" E
Ahead = N 13° 51' 54.48" E
Chord Bear = N 14° 52' 53.14" E

Course from PT CUR_CR03 to CR08 N 13° 56' 08.96" E Dist 116.0464

Point CR08 N 10,269,162.6669 E 3,185,025.9472 Sta 13+99.66

Ending chain CR384 description

SURVEY CONTROL POINTS

CONTROL POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10269194.56	3185047.39	657.65	IRON ROD WITH "CONTROL" CAP
2	10268961.71	3184969.04	N/A	PK NAIL SET ON BRIDGE
3	10268777.93	3184909.51	N/A	IRON ROD WITH "CONTROL" CAP
4	10269073.40	3185010.03	650.08	PK NAIL SET IN ASPHALT

FREESE AND NICHOLS, INC
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
CHRISTOPHER D. BOSSERT
114177
LICENSED PROFESSIONAL ENGINEER
4/13/2017

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax - (512) 617-3101
Web - www.freenic.com

WILLIAMSON COUNTY

COUNTY ROAD 384

CIVIL

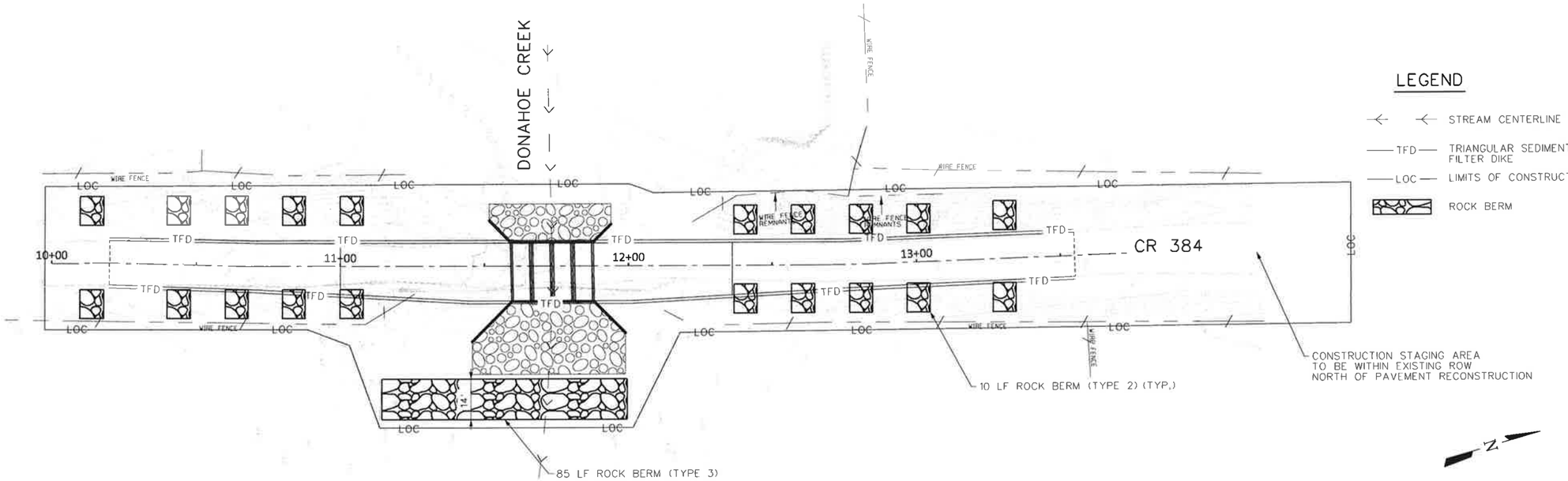
TYPICAL SECTIONS

WIC166.38	04/13/17	SDB	BP	JNR

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

2

31

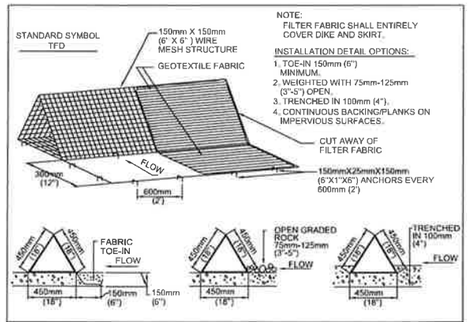


LEGEND

- STREAM CENTERLINE
- TFD — TRIANGULAR SEDIMENT FILTER DIKE
- LOC — LIMITS OF CONSTRUCTION
- ROCK BERM

N

0 10' 20' 40'
SCALE IN FEET



NOTE:
FILTER FABRIC SHALL ENTIRELY COVER DIKE AND SKIRT.

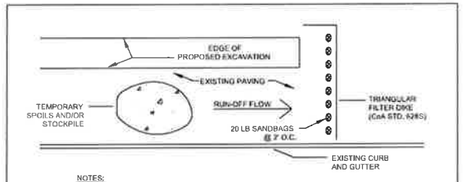
INSTALLATION DETAIL OPTIONS:

1. TOE-IN 150mm (6") MINIMUM.
2. WEIGHTED WITH 75mm-125mm (3"-5") OPEN.
3. TRENCHED IN 100mm (4").
4. CONTINUOUS BACKING/PLANKS ON IMPERVIOUS SURFACES.

GENERAL NOTES

1. DIKES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ABUTTING THE ADJACENT DIKE.
2. THE FABRIC COVER AND SKIRT SHALL BE A CONTINUOUS WRAPPING OF GEOTEXTILE. THE SKIRT SHALL BE A CONTINUOUS EXTENSION OF THE FABRIC ON THE UPSTREAM FACE.
3. THE SKIRT SHALL BE WEIGHTED WITH A CONTINUOUS LAYER OF 75-125mm (3-5") OPEN GRADED ROCK OR TOE-IN 150mm (6") WITH MECHANICALLY COMPACTED MATERIAL. OTHERWISE, THE ENTIRE STRUCTURE SHALL BE TRENCHED IN 100mm (4").
4. DIKES AND SKIRT SHALL BE SECURELY ANCHORED IN PLACE USING 150mm (6") WIRE STAPLES ON 600mm (2') CENTERS ON BOTH EDGES AND SKIRT, OR STAKE USING 10M (3/8 ") DIAMETER RE-BAR WITH TEE ENDS.
5. FILTER MATERIAL SHALL BE LAPPED OVER ENDS 150mm (6") TO COVER DIKE TO DIKE JOINTS. JOINTS SHALL BE FASTENED WITH GALVANIZED SHOAT RINGS.
6. THE DIKE STRUCTURE SHALL BE MW40-150mmX150mm (6 GA. 6"X6") WIRE MESH, 450mm (18") ON A SIDE.
7. INSPECTION SHALL BE MADE WEEKLY OR AFTER EACH RAINFALL EVENT AND REPAIR OR REPLACEMENT SHALL BE MADE PROMPTLY AS NEEDED BY THE CONTRACTOR.
8. ACCUMULATED SILT SHALL BE REMOVED WHEN IT REACHES A DEPTH OF 150mm (6") AND DISPOSED OF IN A MANNER WHICH WILL NOT CAUSE ADDITIONAL SILTATION.
9. AFTER THE DEVELOPMENT SITE IS COMPLETLY STABILIZED, THE DIKES AND ANY REMAINING SILT SHALL BE REMOVED. SILT SHALL BE DISPOSED OF AS INDICATED IN GENERAL NOTE 8 ABOVE.

CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TRIANGULAR SEDIMENT FILTER DIKE	
RECORD COPY SIGNED BY J. PATRICK MURPHY 3/27/00 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 628S



NOTES:

1. THE TEMPORARY SPOILS/STOCKPILE STORAGE AREA AND STAGING AREA MAY BE LOCATED DIRECTLY ADJACENT TO THE EXCAVATION AND ON THE PAVEMENT.
2. ANY SPOIL NOT INTENDED TO BE REUSED WILL BE HAULED TO AN APPROVED OR PERMITTED DISPOSAL SITE DAILY.
3. INSTALL TRIANGULAR SEDIMENT FILTER DIKE (DETAIL 628S) ACROSS FULL WIDTH OF TRAFFIC CLOSURE AND DOWNSTREAM OF CONSTRUCTION AREA, PERPENDICULAR TO CURB AND PLACED TO EFFECTIVELY CATCH AND CONTAIN SEDIMENT LADEN RUNOFF FROM THE EXCAVATED AREA. FILTER DIKE TO FOLLOW ACTIVE CONSTRUCTION. REMOVING AND RE-SETTING FILTER DIKE IS CONSIDERED SUBSIDIARY TO BARRICADES AND TRAFFIC HANDLING.

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS
CHRISTOPHER J. MURPHY
115773
LICENSED
PROFESSIONAL ENGINEER

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web: www.freese.com

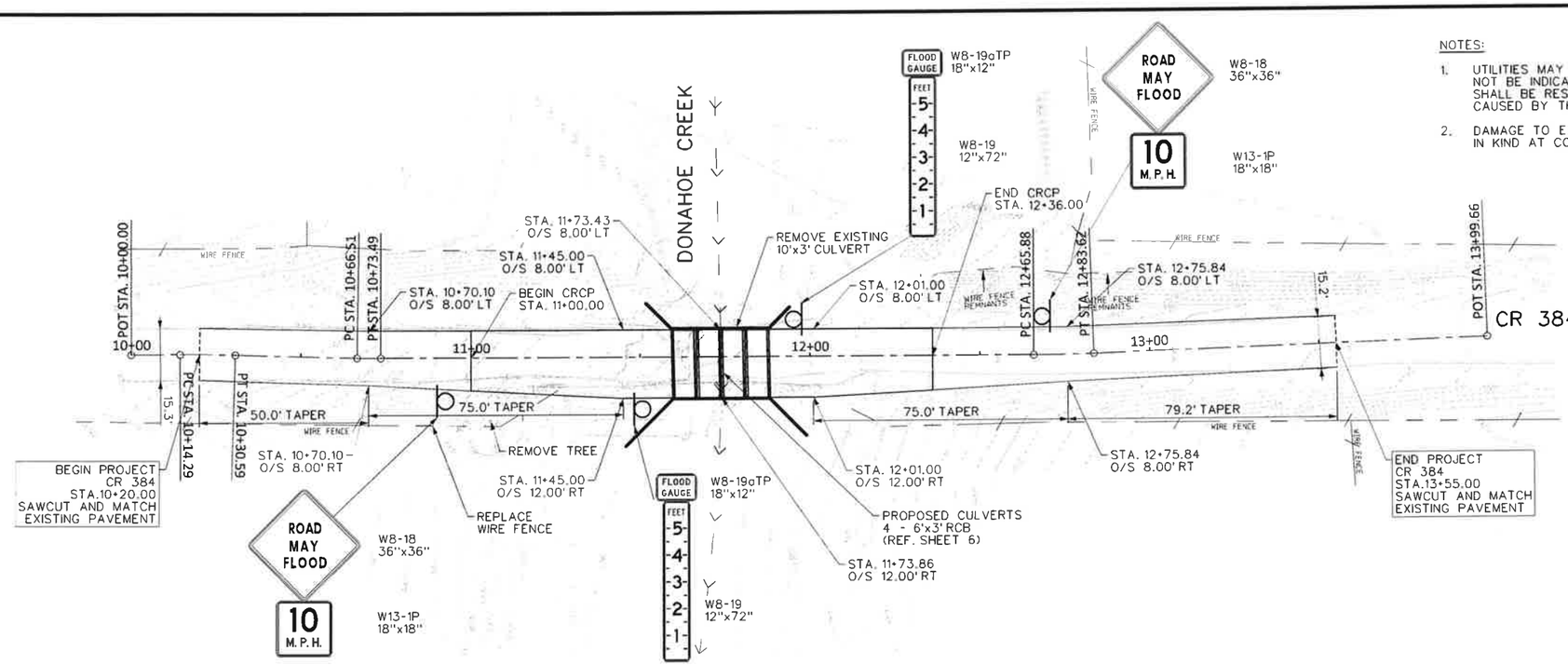
WILLIAMSON COUNTY
COUNTY ROAD 384
CIVIL
EROSION AND SEDIMENTATION CONTROL PLAN

NO	ISSUES	BY	DATE

FNI JOB NO. WIC16638
DATE 04/13/17
DESIGNED MCJ
DRAWN BP
REVISED
CHECKED KKP

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET 3
SEQ. 31

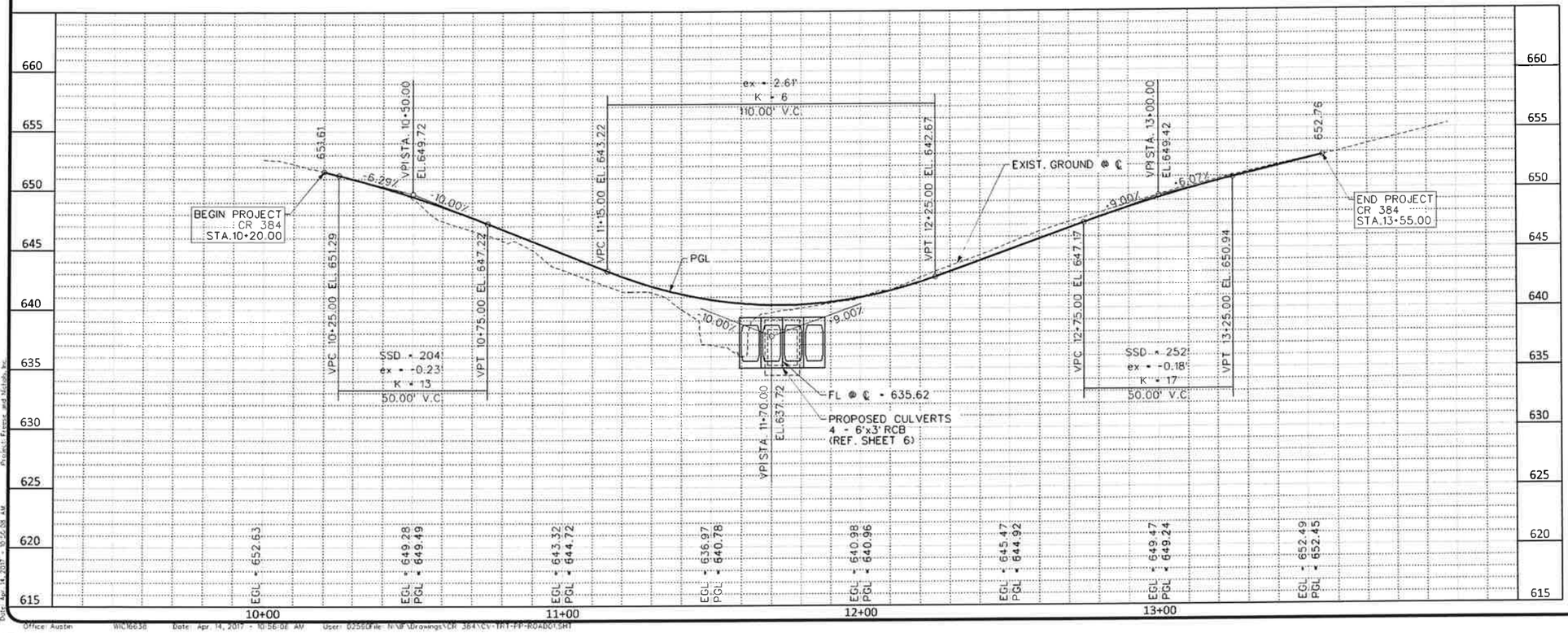


NOTES:

1. UTILITIES MAY EXIST WITHIN THE WORK AREA AND MAY NOT BE INDICATED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION.
2. DAMAGE TO EXISTING FENCES OR TREES TO BE REPLACED IN KIND AT CONTRACTOR'S EXPENSE.

LEGEND

- STREAM CENTERLINE
- EXISTING GROUND
- PROPOSED GROUND



N

0 10' 20' 40'
HORIZONTAL SCALE
0 5' 10'
VERTICAL SCALE

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

STATE OF TEXAS — BRYAN D. BARRY — 114177 — LICENSED PROFESSIONAL ENGINEER — 4/14/2017

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web - www.freese.com

WILLIAMSON COUNTY
COUNTY ROAD 384
CIVIL
ROADWAY PLAN AND PROFILE

NO.	ISSUES	BY	DATE

FRN JOB NO WIC16638
DATE 04/13/17
DESIGNED SDB
DRAWN BP
REVISED
CHECKED JNR

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET 4
SEQ. 31

Microstation V8 [Date: 12/28/16] [File: ...\CR 384\CV-TRT-FP-ROADOT.SHT]
WIC16638
Plotted: Apr 14, 2017 - 10:56:08 AM
Plotter: \\AUSTOTC1-V8\hp_Pla+Hp_Wood-Mod.plot
Style: FreeseNichols.stb
Project: Freese and Nichols, Inc.
Date: Apr 14, 2017 - 10:56:08 AM

Office: Austin WIC16638 Date: Apr. 14, 2017 - 10:56:08 AM User: BJS8 File: N:\SP\Drawings\CR 384\CV-TRT-FP-ROADOT.SHT

LEGEND:

- CREEK FLOWLINE
- DRAINAGE AREA BOUNDARY
- DA XXXX SQ MI — DRAINAGE AREA
- FLOW DIRECTION

N

0 100' 200' 400'
SCALE IN FEET

FREESE AND NICHOLS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-2144

J. GARRETT JOHNSTON
115779
LICENSED
PROFESSIONAL ENGINEER
STATE OF TEXAS

FREESE NICHOLS
10431 Morado Circle, Suite 300
Austin, Texas 78759
Phone: (512) 617-3100
Fax: (512) 617-3101
Web - www.freese.com

WILLIAMSON COUNTY
COUNTY ROAD 384
CIVIL
DRAINAGE AREA MAP

NO.	ISSUES	BY	DATE

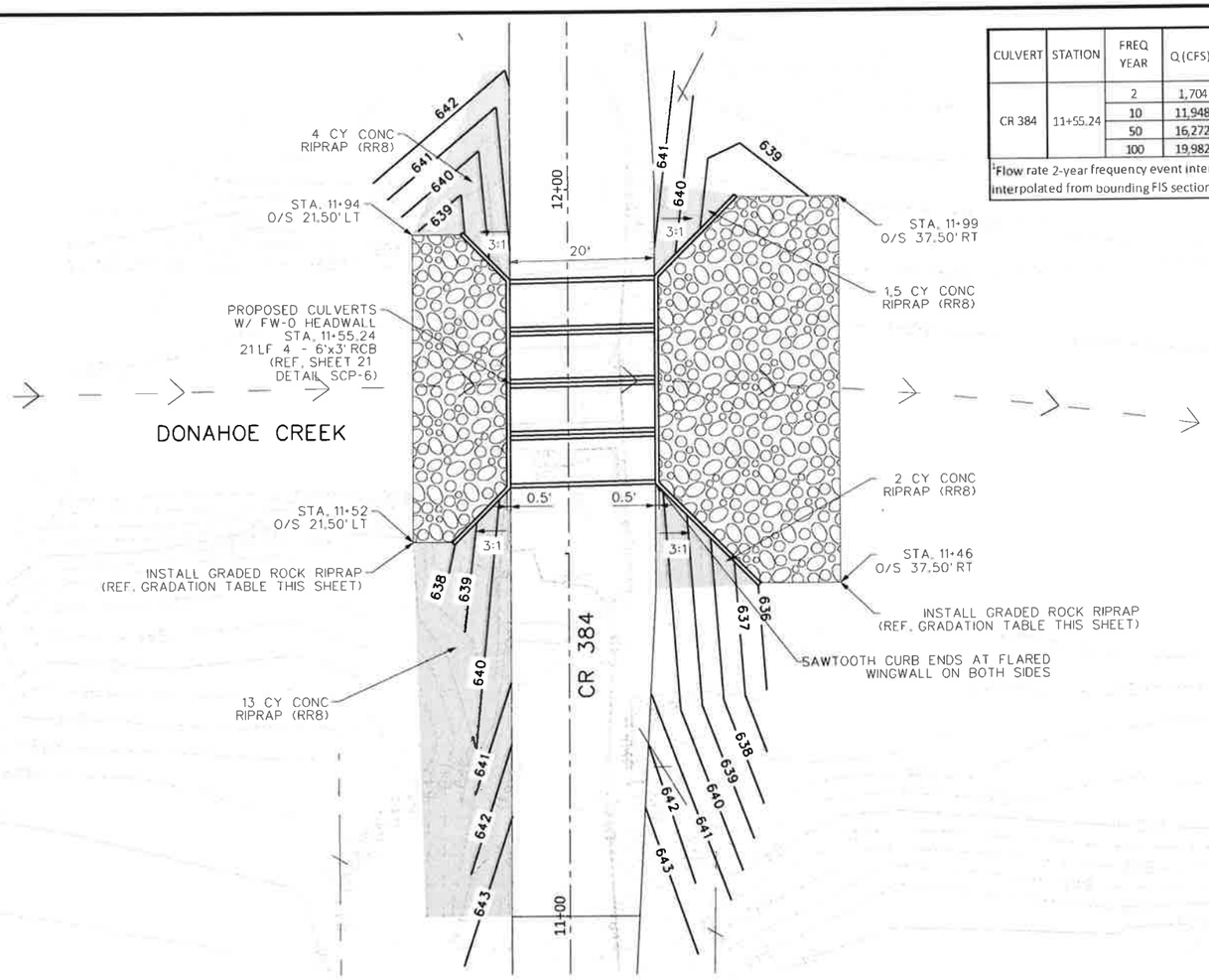
FAN JOB NO. WIC16638
DATE 04/13/17
DESIGNED JGJ
DRAWN BP
REVISED
CHECKED KPP

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.

SHEET 5
SEQ. 31

MicroStation V8 User: 02590\Office: Austin
WIC16638 N:\P\Drawings\CR 384\CV-1RT-PP-DRAINAGE AREA MAP.SHT
Plot Scale: 400.0000 / 1.0"
Date: Apr. 13, 2017 - 01:09:52 PM
Model: Default
Project: Freese and Nichols, Inc

Office: Austin WIC16638 Date: Apr. 13, 2017 - 01:09:52 PM User: 02590 File: N:\P\Drawings\CR 384\CV-1RT-PP-DRAINAGE AREA MAP.SHT



CULVERT	STATION	FREQ YEAR	Q (CFS)[1]	PROPOSED CULVERTS DESCRIPTION	Ke	HW ELEV	TW ELEV	V (FT/SEC)	EXISTING CULVERT DESCRIPTION	Ke	HW ELEV	TW ELEV	V (FT/SEC)
CR 384	11+55.24	2	1,704	(4) 6'X3' RCB	0.5	643.80	640.47	12.29	(1) 10'X3' RCB	0.5	644.58	640.47	12.29
		10	11,948			654.17	651.91	11.54			654.32	651.91	11.54
		50	16,272			656.30	654.46	11.00			656.41	654.46	11.00
		100	19,982			657.98	656.40	10.70			658.09	656.40	10.70

[1]Flow rate 2-year frequency event interpolated developed using regression methodology. Flow rate for the 10- and 50-year frequency events interpolated from bounding FIS sections with known flows. Flow rate for the 100-year frequency event from FEMA effective hydraulic model.

RIPRAP GRADATION				
SIEVE SIZE	PERCENT PASSING		PERCENT RETAINED	
	MIN	MAX	MAX	MIN
36 INCH	100	-	0	-
30 INCH	65	100	35	0
24 INCH	45	75	55	25
18 INCH	25	50	75	50
12 INCH	10	25	90	75
8 INCH	0	10	100	90

NOTES:

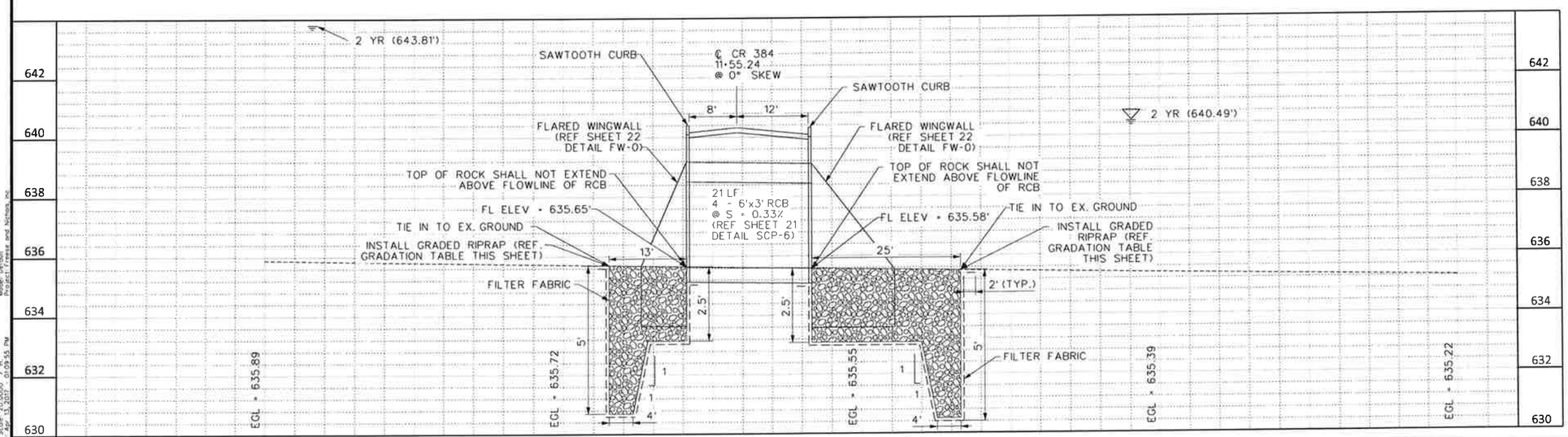
1. UTILITIES MAY EXIST WITHIN THE WORK AREA AND MAY NOT BE INDICATED ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO ALL UTILITIES CAUSED BY THE CONTRACTOR'S OPERATION.
2. DAMAGE TO EXISTING FENCES OR TREES TO BE REPLACED IN KIND AT CONTRACTOR'S EXPENSE.
3. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NEEDED TO DIVERT BASE FLOWS.

LEGEND

-<— —<- STREAM CENTERLINE

EXISTING GROUND

642 PROPOSED CONTOUR



0 5' 10' 20'
HORIZONTAL SCALE
0 1' 2' 4'
VERTICAL SCALE

FREESE AND NICHOLS, INC. TEXAS REGISTERED ENGINEERING FIRM F-2144
GARRETT JOHNSTON 115779 LICENSED PROFESSIONAL ENGINEER 04/13/17

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WILLIAMSON COUNTY
COUNTY ROAD 384
CIVIL
CULVERT LAYOUT

FAN JOB NO. WIC16638	DATE 04/13/17	DESIGNED JCJ	DRAWN BP	REVISED	CHECKED KKP

NO.	ISSUES	BY	DATE

VERIFY SCALE Bar is one inch on original drawing. If not one inch on this sheet, adjust scale.
0 1"

SHEET 6
SEQ. 31

MicroStation V8 User: 02580Fiel Austin
WIC16638 N:\P\Drawings\VCR 384\CV-TRT-PP-CULVERT01.SHT
Plot Scale: 20.000 '/ In. Plot Driver: Default
Plot Date: Apr. 13, 2017 - 01:09:55 PM Project Fresno and Nichols, Inc

Office: Austin WIC16638 Date: Apr. 13, 2017 - 01:09:55 PM User: 02580Fiel N:\P\Drawings\VCR 384\CV-TRT-PP-CULVERT01.SHT

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects abut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

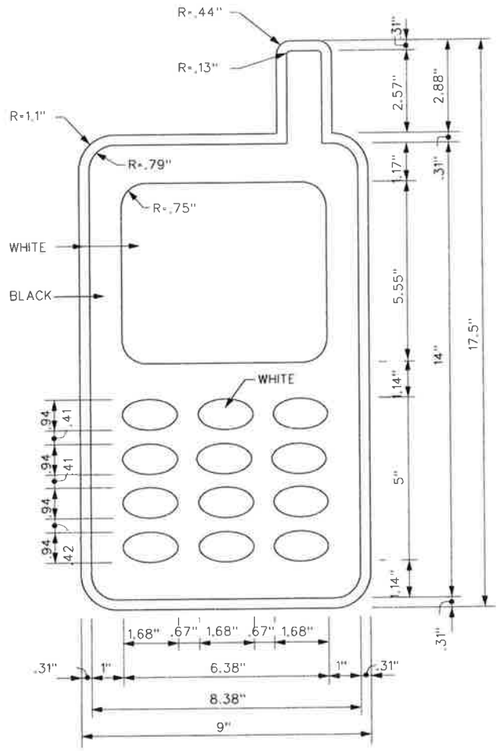
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow; [STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange; [TALK OR TEXT LATER] Font: C specified length;

SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

SHEET 1 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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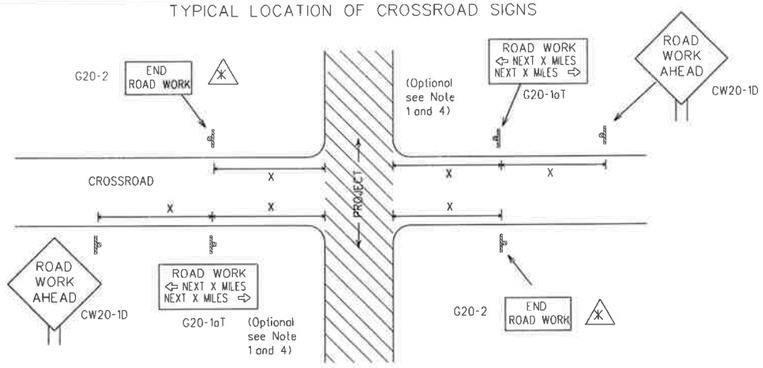
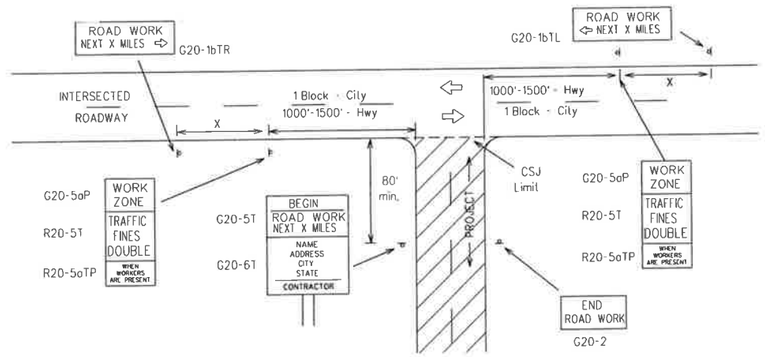
TYPICAL LOCATION OF CROSSROAD SIGNS



⁂ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of Engineer. (See note 2 below)

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
3. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4] CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" △
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500 [2]
60	600 [2]
65	700 [2]
70	800 [2]
75	900 [2]
80	1000 [2]
*	* [3]

⁂ For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

△ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

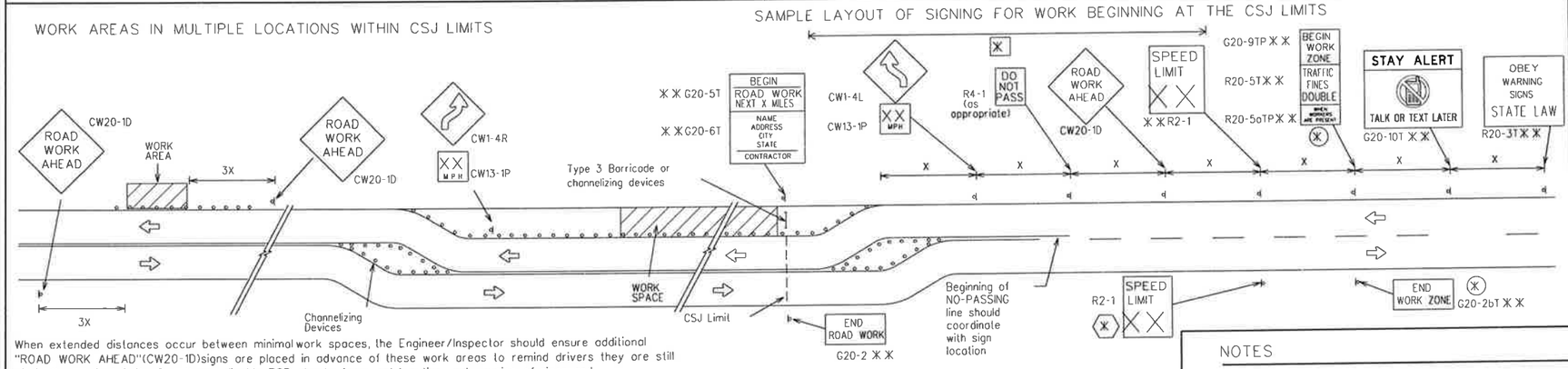
GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

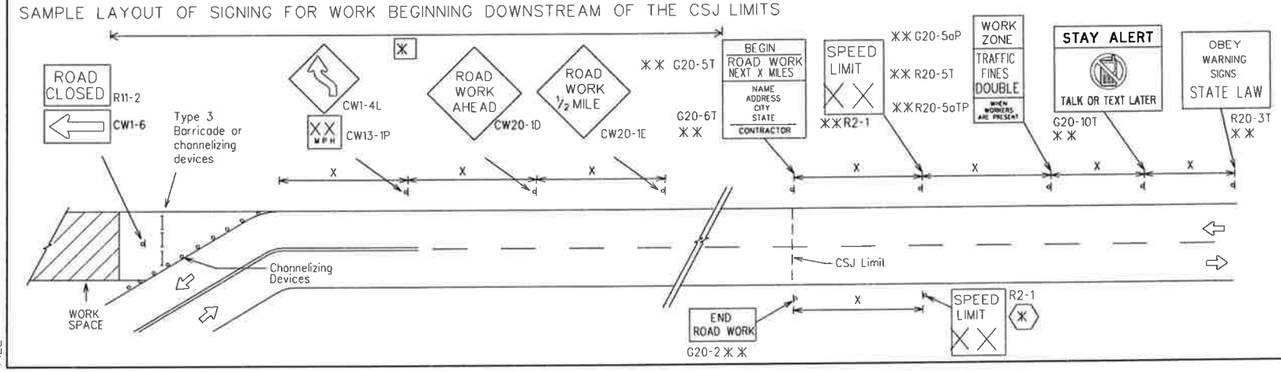
WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

⁂ The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

⁂⁂ Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

⁂ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

⁂ Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⊢⊣	Type 3 Barricade
○ ○ ○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-14

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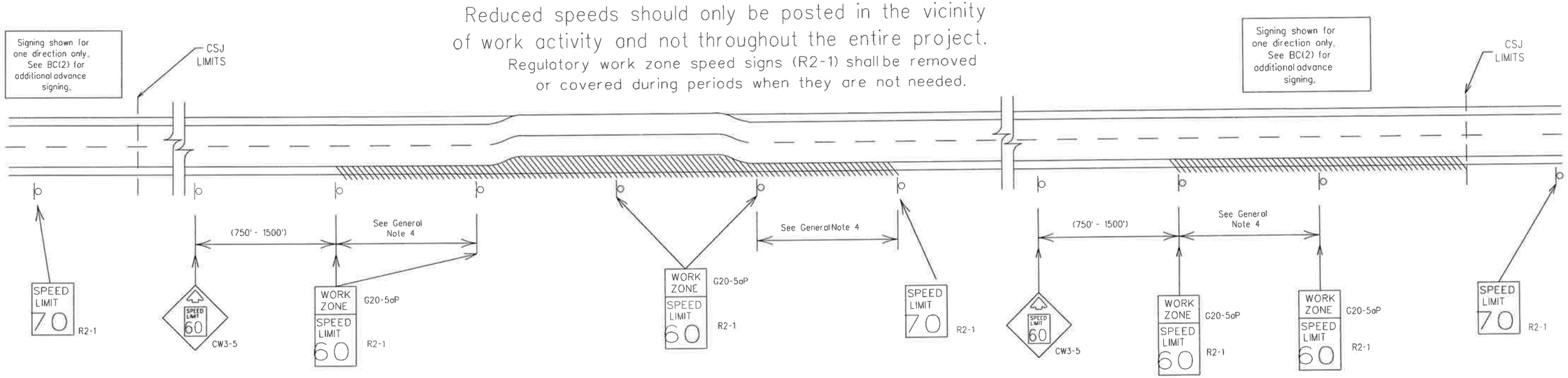
TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project.
Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

a) rough road or damaged pavement surface
b) substantial alteration of roadway geometrics (diversions)
c) construction detours
d) grade
e) width
f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered.
(See Removing or Covering on BC(4)).

GENERAL NOTES

1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
   40 mph and greater 0.2 to 2 miles
   35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
   A. Low enforcement.
   B. Flagger stationed next to sign.
   C. Portable changeable message sign (PCMS).
   D. Low-power (drone) radar transmitter.
   E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

SHEET 3 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC(3)-14

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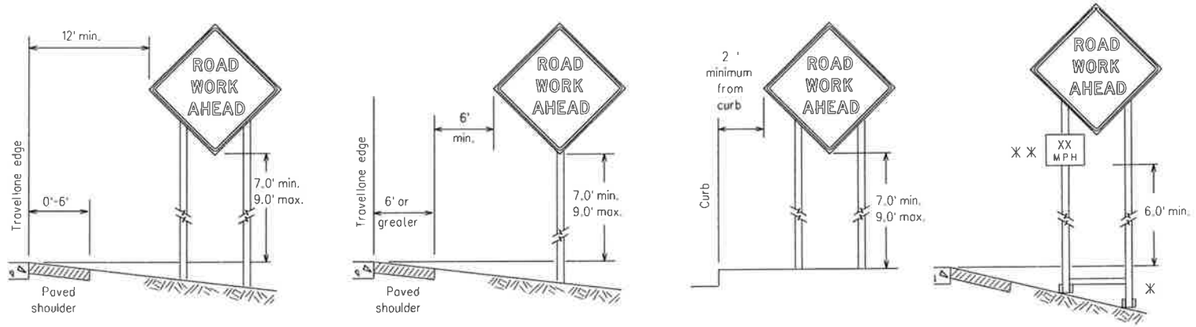
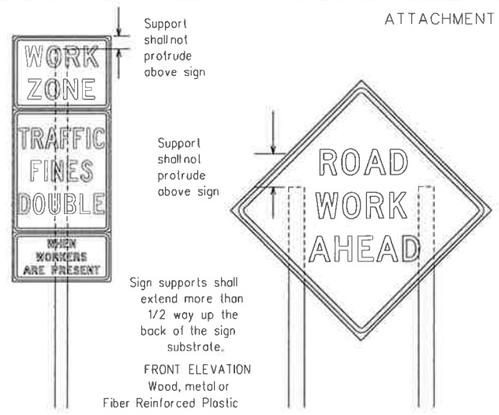
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



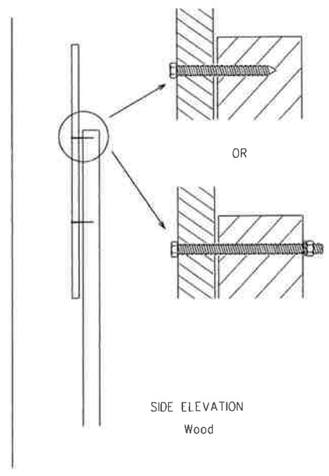
✳ When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

✳✳ When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travellane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

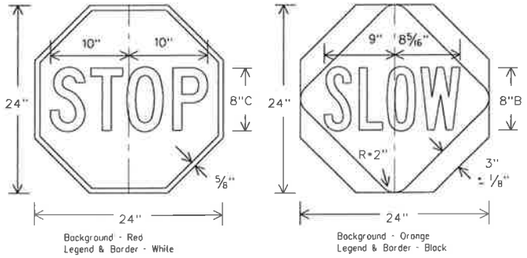


Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B or Type C_L, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-14

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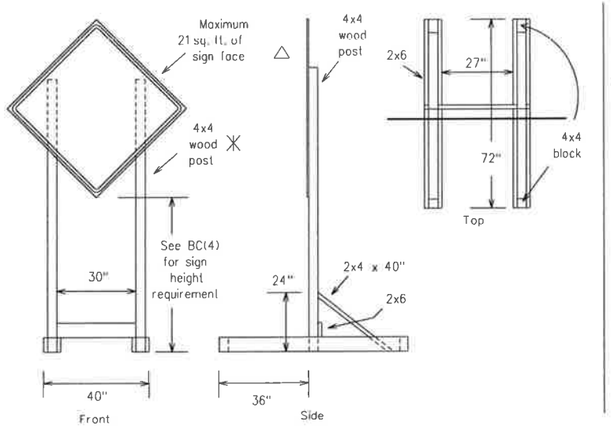
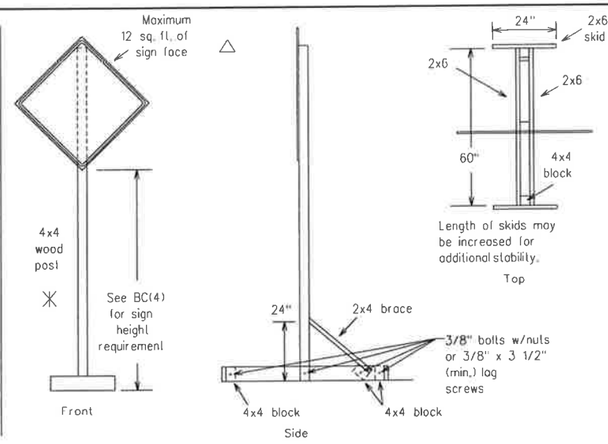
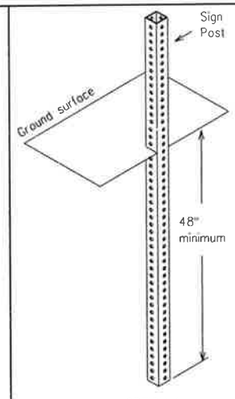
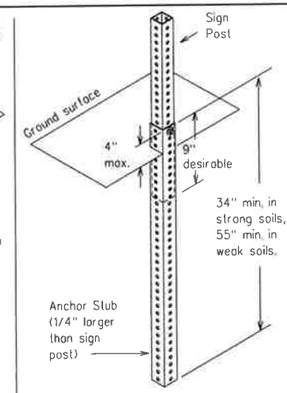


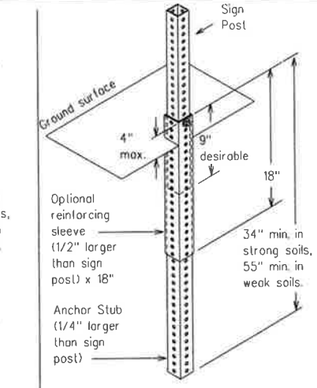


SKID MOUNTED WOOD SIGN SUPPORTS

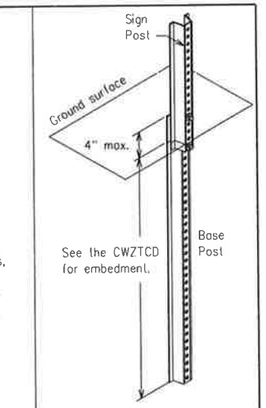
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □







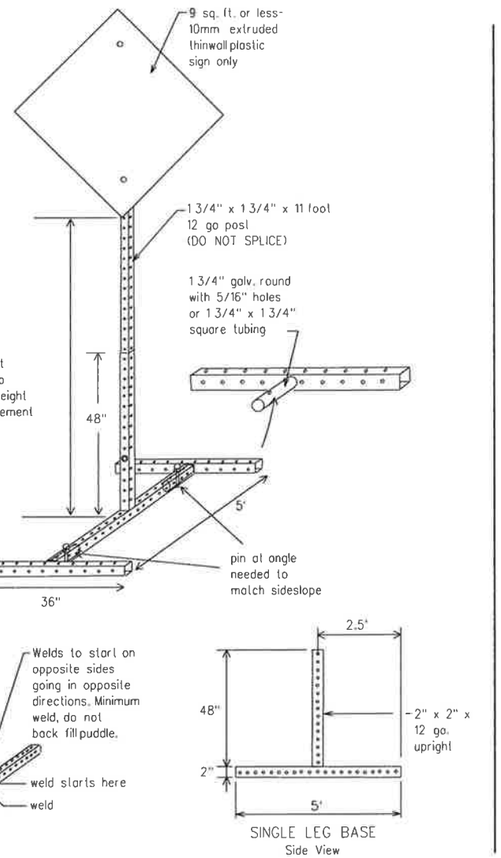
PERFORATED SQUARE METAL TUBING

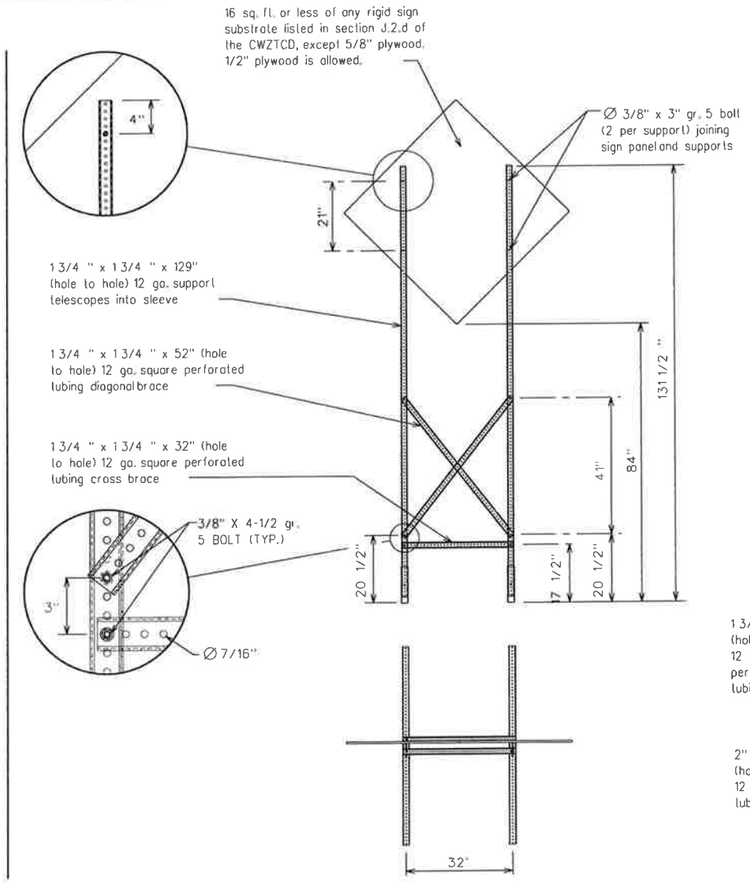


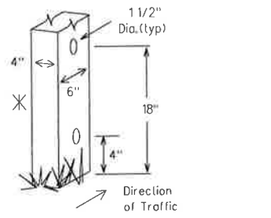
WING CHANNEL
Lap-splice/base bolted anchor

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

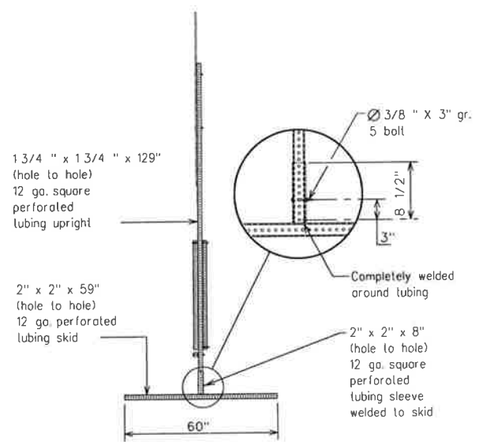






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

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SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation # IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

* See Phase 1 note.

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM-X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM-XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol"(CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

Texas Department of Transportation — Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-14

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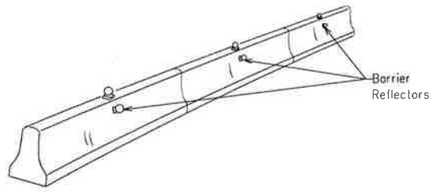
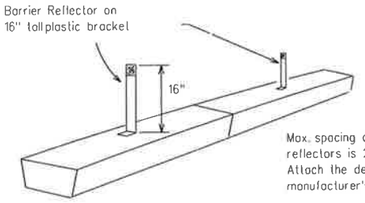
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600, A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

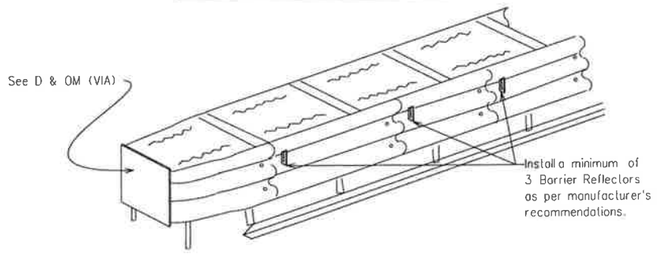


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

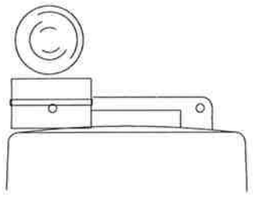


DELINEATION OF END TREATMENTS

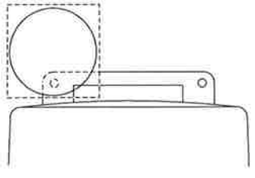
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B or C Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

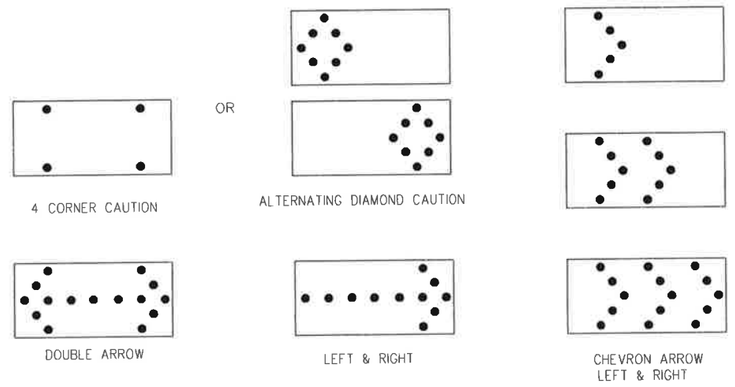
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 9-07 8-14 7-13	DIST	COUNTY		SHEET NO. 13

101

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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

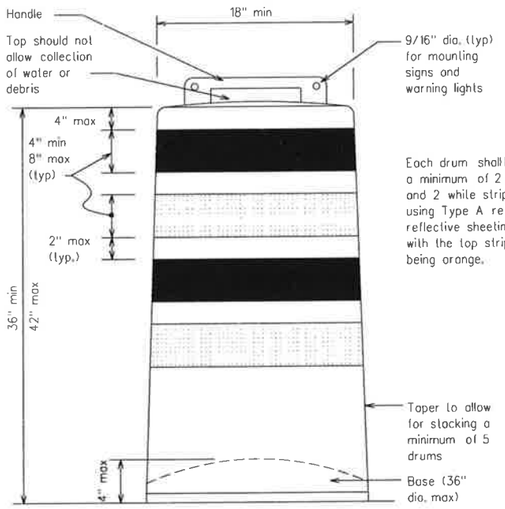
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

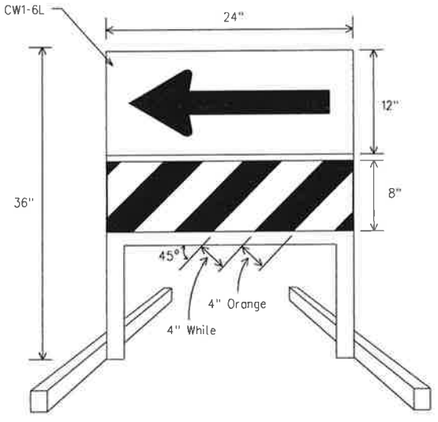
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

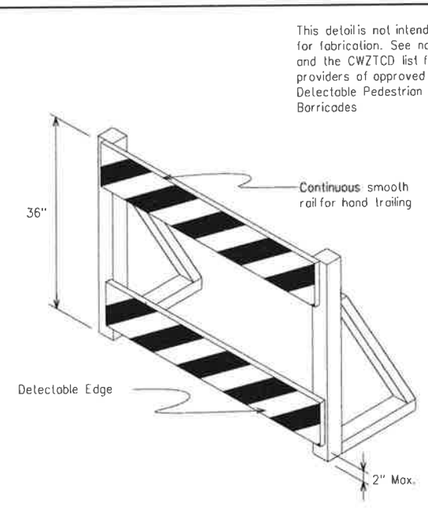
1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.





DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B or Type C Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

18" x 24" Sign (Maximum Sign Dimension) Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer

12" x 24" Vertical Panel mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B or Type C Orange$_{FL}$ sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.

SHEET 8 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-14

FILE: bc-14.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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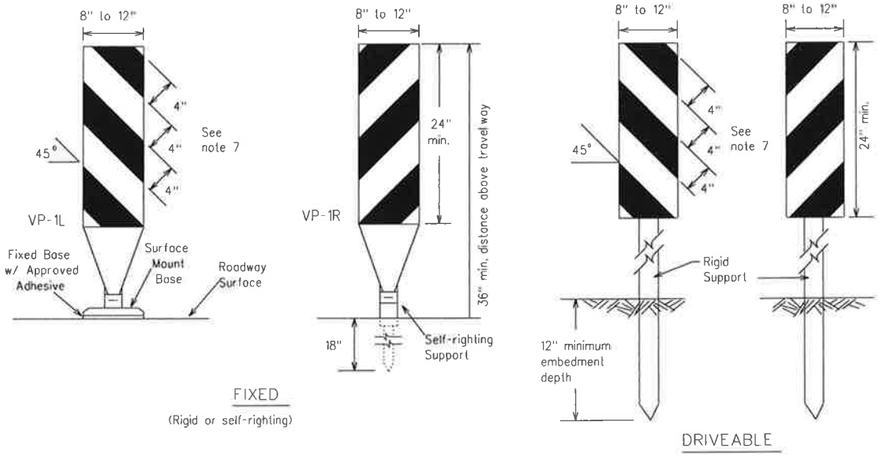
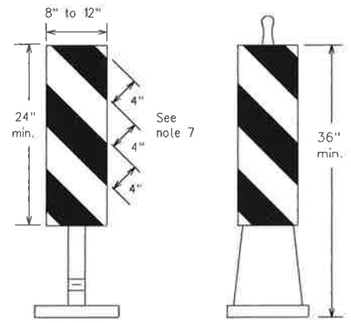


FIXED

(Rigid or self-righting)

DRIVEABLE

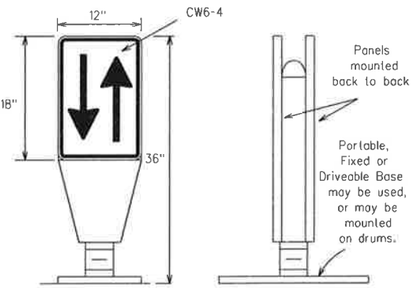


(Rigid or self-righting)

PORTABLE

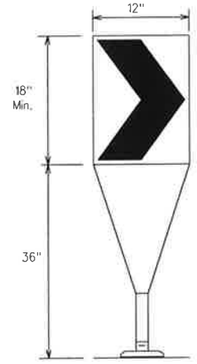
1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travellane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



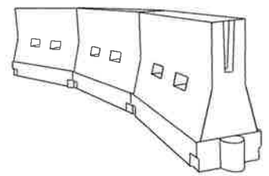
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travellanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

SHEET 9 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-14

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10.3

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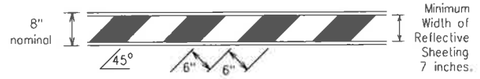
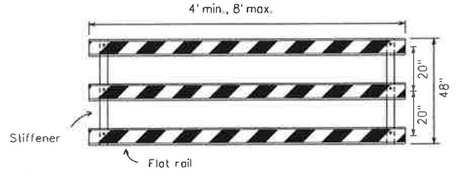
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



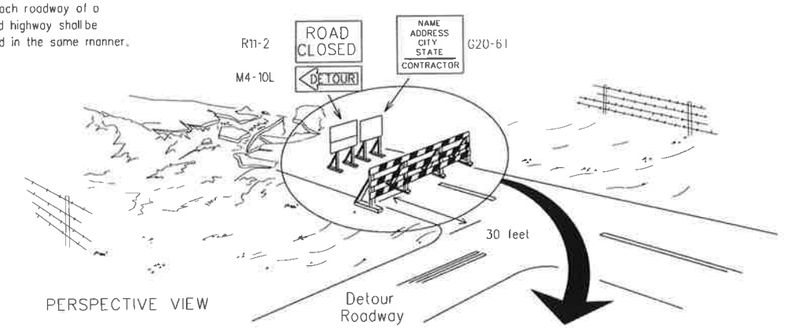
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

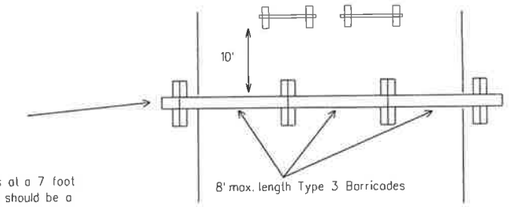
Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective while stripes on one side facing one-way traffic and both sides for two-way traffic.

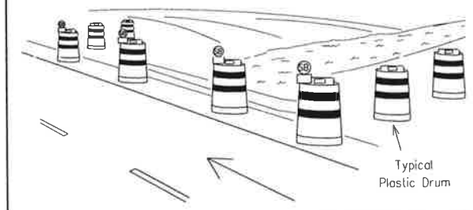
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

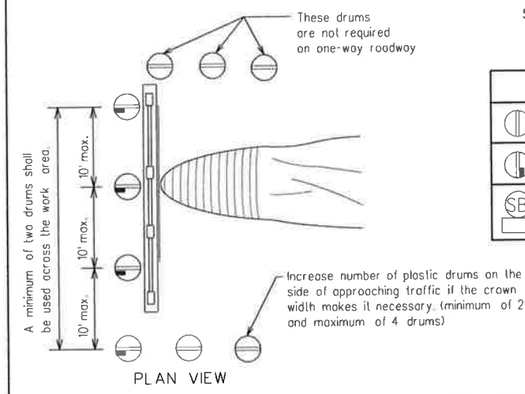
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

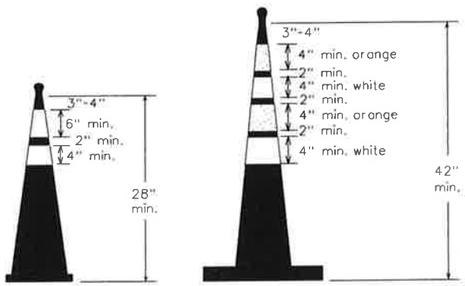
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



Two-Piece cones

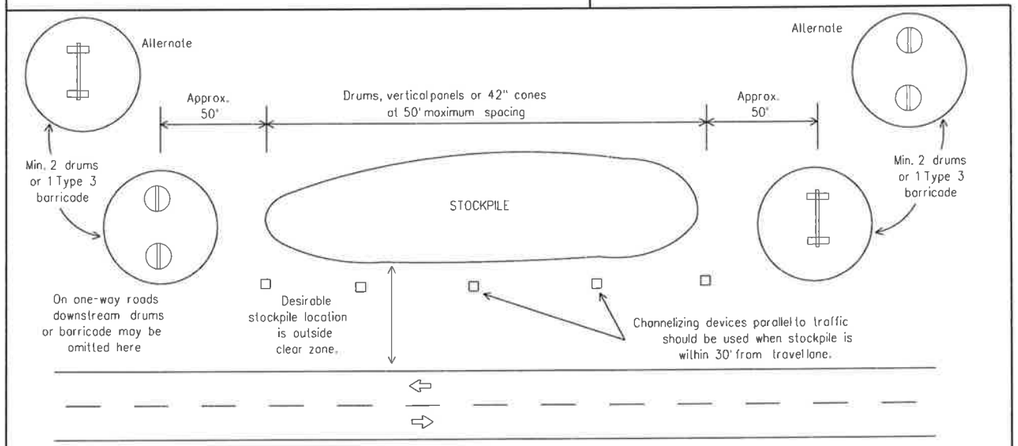
One-Piece cones

Tubular Marker

28" Cones shall have a minimum weight of 9 1/2 lbs.

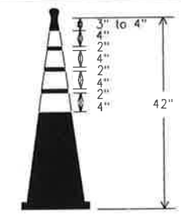
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, while for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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104

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WORK ZONE PAVEMENT MARKINGS

GENERAL

1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
3. Additional supplemental pavement marking details may be found in the plans or specifications.
4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

1. Raised pavement markers are to be placed according to the patterns on BC(12).
2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
2. Non-removable prefabricated pavement markings (fail back) shall meet the requirements of DMS-8240.

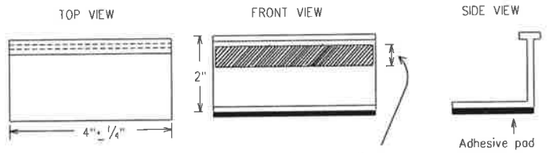
MAINTAINING WORK ZONE PAVEMENT MARKINGS

1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
7. Over-painting of the markings SHALL NOT BE permitted.
8. Removal of raised pavement markers shall be as directed by the Engineer.
9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



Height of sheeling is usually more than 1/4" and less than 1".

STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
   A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
   B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
3. Small design variances may be noted between tab manufacturers.
4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS 4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

BC(11)-14

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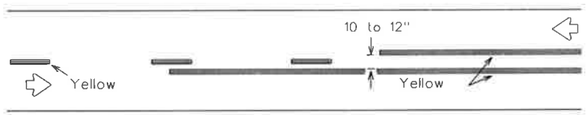
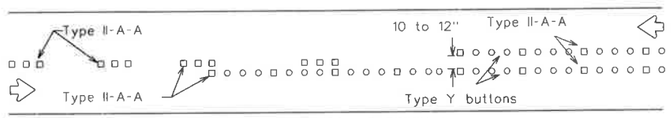
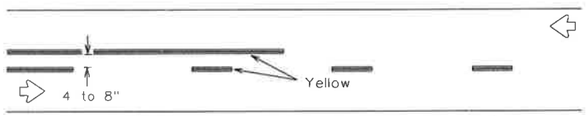
PAVEMENT MARKING PATTERNS



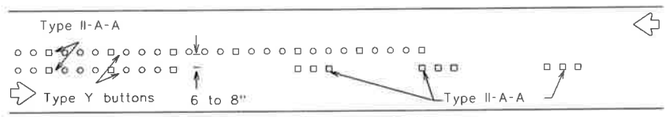
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



RAISED PAVEMENT MARKERS - PATTERN A



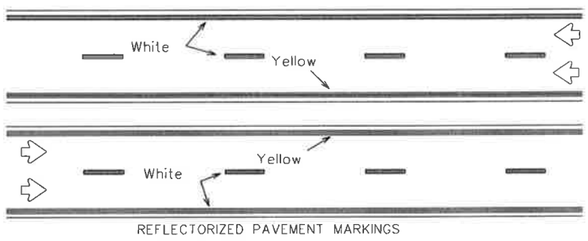
REFLECTORIZED PAVEMENT MARKINGS - PATTERN B



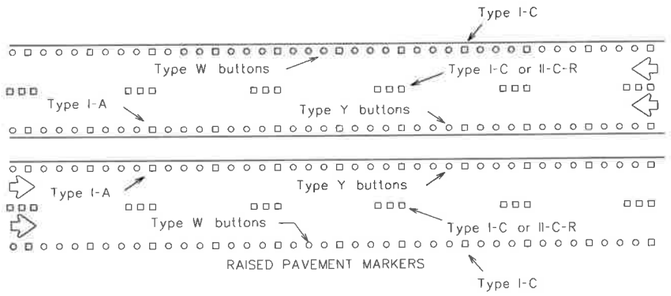
RAISED PAVEMENT MARKERS - PATTERN B

Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



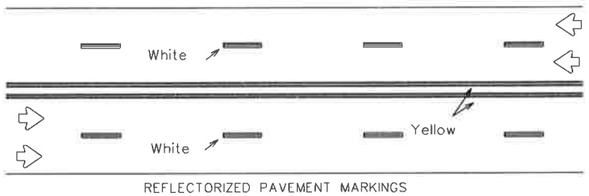
REFLECTORIZED PAVEMENT MARKINGS



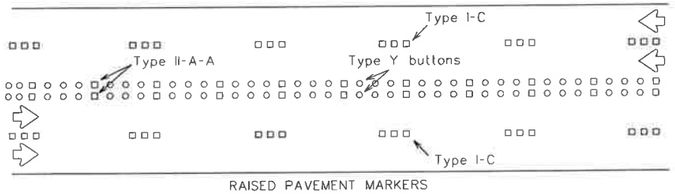
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

EDGE & LANE LINES FOR DIVIDED HIGHWAY



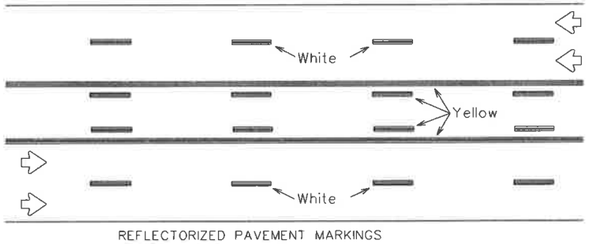
REFLECTORIZED PAVEMENT MARKINGS



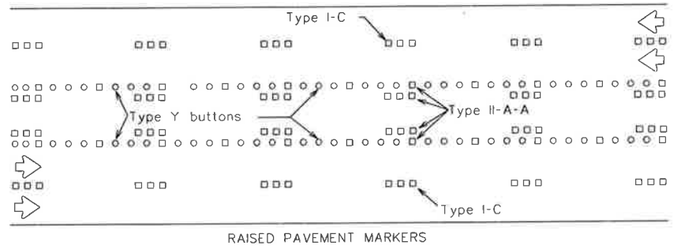
RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

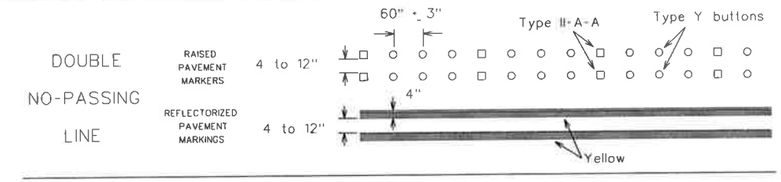


RAISED PAVEMENT MARKERS

Prefabricated markings may be substituted for reflectorized pavement markings.

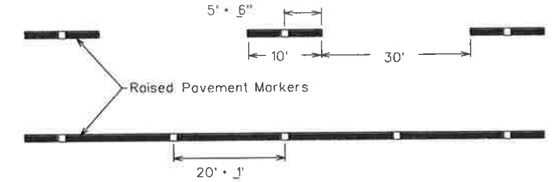
TWO-WAY LEFT TURN LANE

STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Centerline only - not to be used on edge lines

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

SHEET 12 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

BC(12)-14

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106

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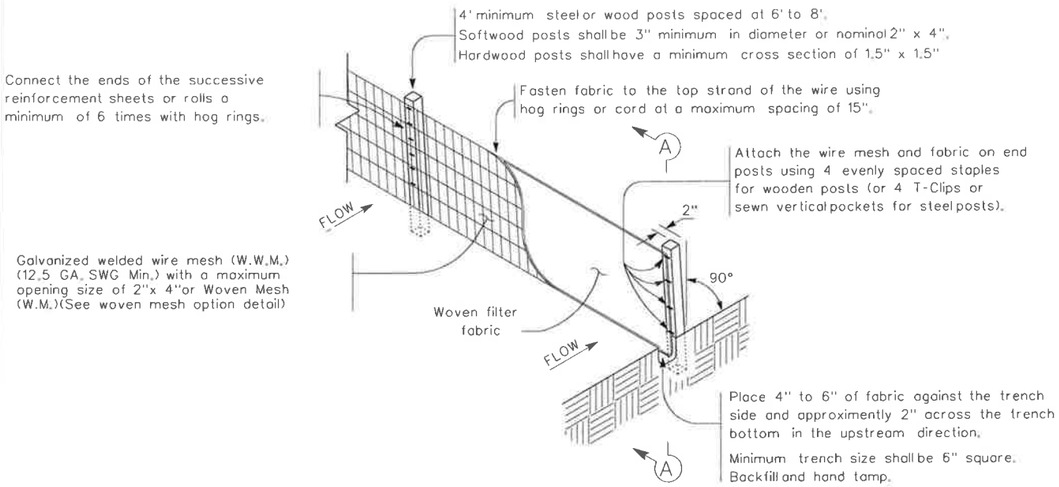
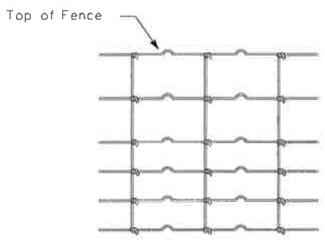
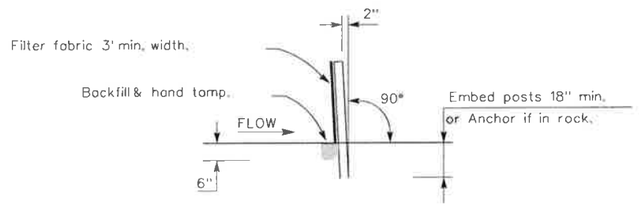


TEMPORARY SEDIMENT CONTROL FENCE

SCF





SECTION A-A

HINGE JOINT KNOT WOVEN MESH (OPTION) DETAIL

Galvanized hinge joint knot woven mesh (12.5 GA.SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12 inches apart and all vertical wires spaced at a maximum of 12 inches apart.

SEDIMENT CONTROL FENCE USAGE GUIDELINES

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2 year storm frequency may be used to calculate the flow rate to be filtered.

Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/FT^2. Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.

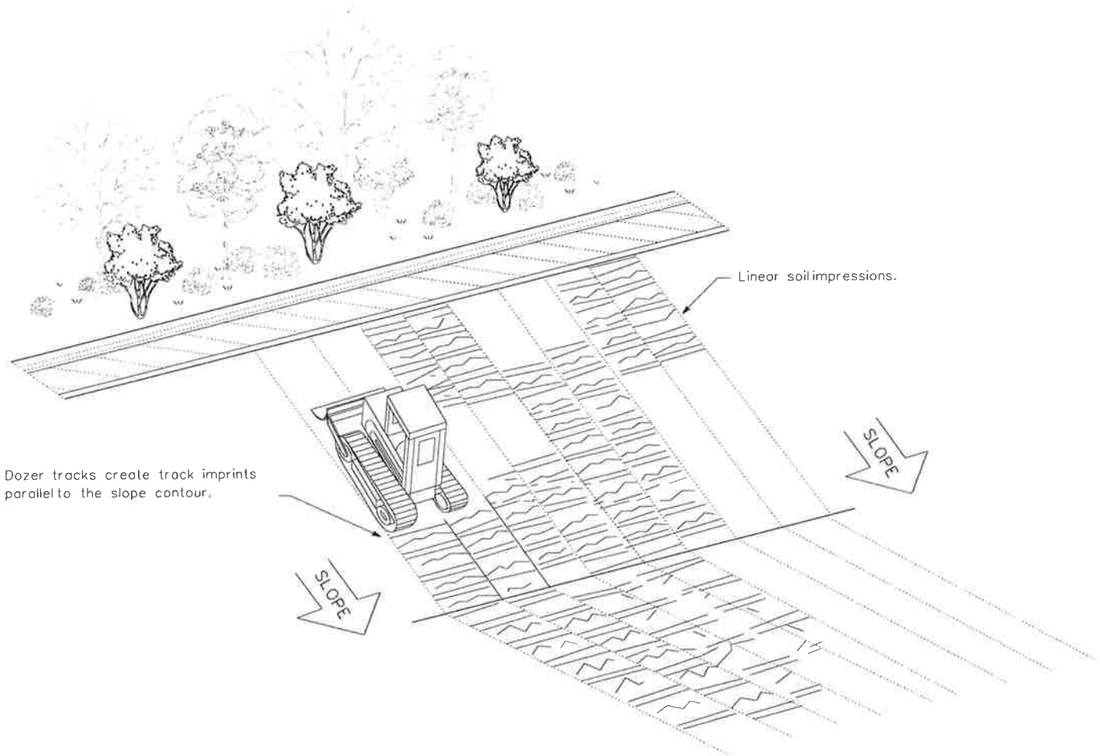
LEGEND

Sediment Control Fence

SCF

GENERAL NOTES

1. Vertical tracking is required on projects where soil distributing activities have occurred unless otherwise approved.
2. Perform vertical tracking on slopes to temporarily stabilize soil.
3. Provide equipment with a track undercarriage capable of producing linear soil impressions measuring a minimum of 12" in length by 2" to 4" in width by 1/2" to 2" in depth.
4. Do not exceed 12" between track impressions.
5. Install continous linear track impressions where the minimum 12" length impressions are perpendicular to the slope or direction of water flow.



VERTICAL TRACKING

Texas Department of Transportation

Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

FENCE & VERTICAL TRACKING

EC(1)-16

FILE: ec116	DN: TxDOT	CK: KM	DW: VP	DN/CK: LS	
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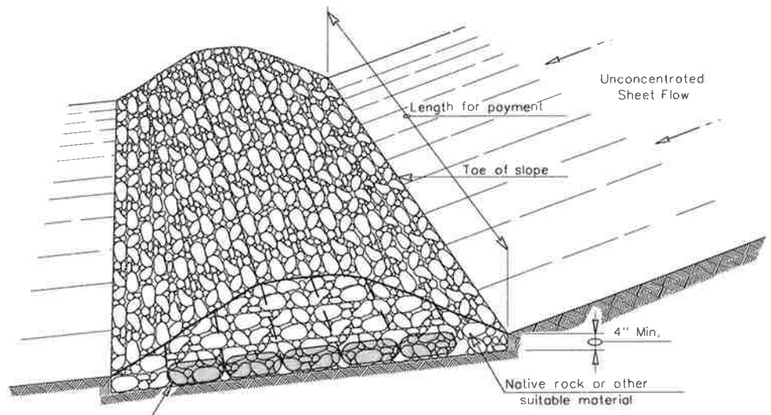
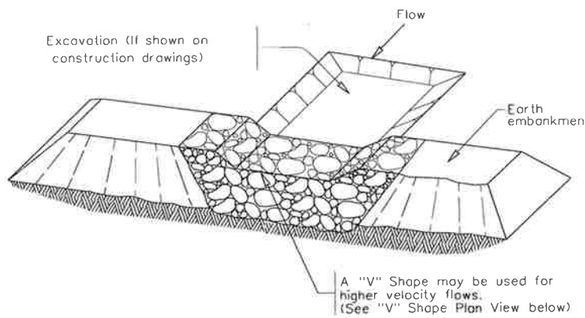


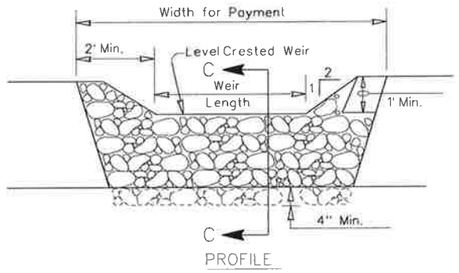
FILTER DAM AT TOE OF SLOPE

RFD1

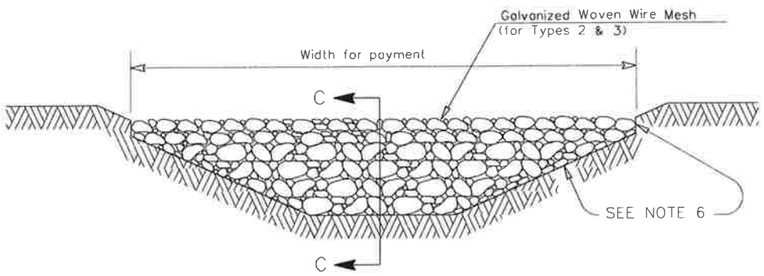


FILTER DAM AT SEDIMENT TRAP

RFD1 — OR — RFD2

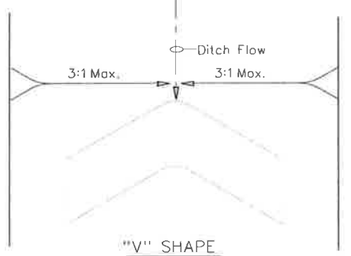


PROFILE

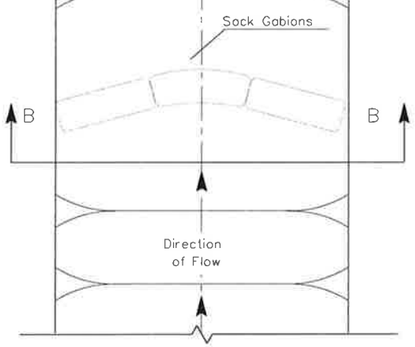


FILTER DAM AT CHANNEL SECTIONS

RFD1 — OR — RFD2 — OR — RFD3

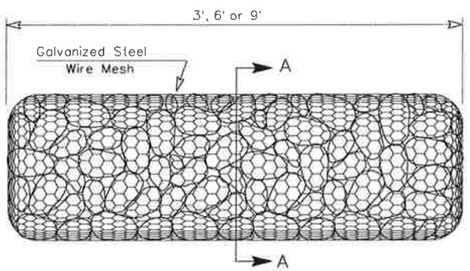


"V" SHAPE
PLAN VIEW



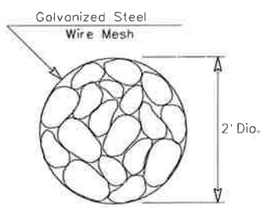
PLAN VIEW

SECTION B-B

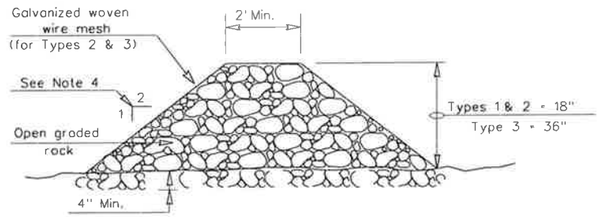


TYPE 4 (SACK GABIONS)

RFD4



SECTION A-A



SECTION C-C

ROCK FILTER DAM USAGE GUIDELINES

Rock Filter Dams should be constructed downstream from disturbed areas to intercept sediment from overland runoff and/or concentrated flow. The dams should be sized to filter a maximum flow through rate of 60 GPM/FT^2 of cross sectional area. A 2 year storm frequency may be used to calculate the flow rate.

Type 1 (18" high with no wire mesh) (3" to 6" aggregate): Type 1 may be used at the toe of slopes, around inlets, in small ditches, and at dike or swale outlets. This type of dam is recommended to control erosion from a drainage area of 5 acres or less. Type 1 may not be used in concentrated high velocity flows (approximently 8 Ft/Sec or more) in which aggregate wash out may occur. Sandbags may be used at the embedded foundation (4" deep min.) for better filtering efficiency of low flows if called for on the plans or directed by the Engineer.

Type 2 (18" high with wire mesh) (3" to 6" aggregate): Type 2 may be used in ditches and at dike or swale outlets.

Type 3 (36" high with wire mesh) (4" to 8" aggregate): Type 3 may be used in stream flow and should be secured to the stream bed.

Type 4 (Sack gabions) (3" to 6" aggregate): Type 4 May be used in ditches and smaller channels to form an erosion control dam.

Type 5: Provide rock filter dams as shown on plans.

GENERAL NOTES

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvonized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with 3/4" dia. rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of 2 1/2" x 3 1/4"
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

PLAN SHEET LEGEND

Type 1 Rock Filter Dam	RFD1
Type 2 Rock Filter Dam	RFD2
Type 3 Rock Filter Dam	RFD3
Type 4 Rock Filter Dam	RFD4

Texas Department of Transportation — Design Division Standard

TEMPORARY EROSION, SEDIMENT AND WATER POLLUTION CONTROL MEASURES

ROCK FILTER DAMS

EC(2)-16

FILE: ec216	DN: TxDOT	CK: KM	DW: VP	DW/CK: LS	
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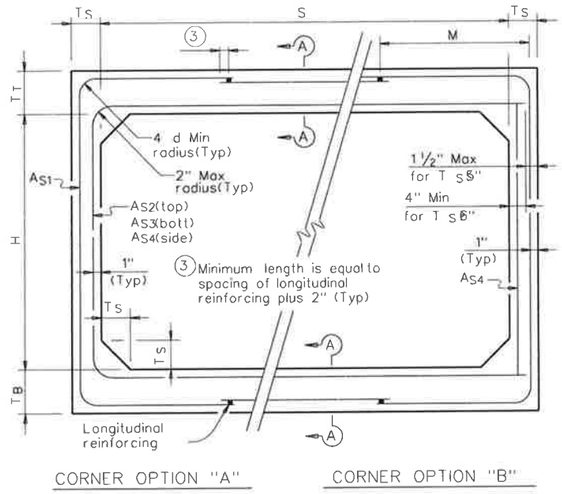
BOX DATA

SECTION DIMENSIONS					Fill Height	M (Min)	REINFORCING (in ²/ft) (2)								Lift Weight (Tons) (1)
S (ft)	H (ft)	T_T (in)	T_B (in)	T_S (in)	(ft)	(in)	A_{S1}	A_{S2}	A_{S3}	A_{S4}	A_{S5}	A_{S6}	A_{S7}	A_{S8}	
6	3	8	7	7	<2	-	0.20	0.31	0.22	0.17	0.19	0.19	0.19	0.17	7.9
6	3	7	7	7	2<3	43	0.21	0.24	0.19	0.17	-	-	-	-	7.5
6	3	7	7	7	3-5	39	0.17	0.18	0.17	0.17	-	-	-	-	7.5
6	3	7	7	7	10	39	0.17	0.18	0.19	0.17	-	-	-	-	7.5
6	3	7	7	7	15	38	0.22	0.24	0.24	0.17	-	-	-	-	7.5
6	3	7	7	7	20	38	0.28	0.31	0.31	0.17	-	-	-	-	7.5
6	3	7	7	7	25	38	0.35	0.38	0.39	0.17	-	-	-	-	7.5
6	3	7	7	7	30	38	0.42	0.46	0.46	0.17	-	-	-	-	7.5
6	4	8	7	7	<2	-	0.19	0.34	0.25	0.17	0.19	0.19	0.19	0.17	8.6
6	4	7	7	7	2<3	43	0.19	0.27	0.21	0.17	-	-	-	-	8.2
6	4	7	7	7	3-5	39	0.17	0.21	0.19	0.17	-	-	-	-	8.2
6	4	7	7	7	10	39	0.17	0.20	0.21	0.17	-	-	-	-	8.2
6	4	7	7	7	15	38	0.18	0.27	0.27	0.17	-	-	-	-	8.2
6	4	7	7	7	20	38	0.24	0.34	0.35	0.17	-	-	-	-	8.2
6	4	7	7	7	25	38	0.29	0.43	0.42	0.17	-	-	-	-	8.2
6	4	7	7	7	30	38	0.35	0.51	0.52	0.17	-	-	-	-	8.2
6	5	8	7	7	<2	-	0.19	0.37	0.28	0.17	0.19	0.19	0.19	0.17	9.3
6	5	7	7	7	2<3	43	0.17	0.30	0.24	0.17	-	-	-	-	8.9
6	5	7	7	7	3-5	43	0.17	0.23	0.21	0.17	-	-	-	-	8.9
6	5	7	7	7	10	39	0.17	0.22	0.23	0.17	-	-	-	-	8.9
6	5	7	7	7	15	38	0.17	0.28	0.29	0.17	-	-	-	-	8.9
6	5	7	7	7	20	38	0.20	0.37	0.38	0.17	-	-	-	-	8.9
6	5	7	7	7	25	38	0.25	0.45	0.46	0.17	-	-	-	-	8.9
6	5	7	7	7	30	38	0.30	0.54	0.55	0.17	-	-	-	-	8.9
6	6	8	7	7	<2	-	0.19	0.38	0.30	0.17	0.19	0.19	0.19	0.17	10.0
6	6	7	7	7	2<3	52	0.17	0.32	0.26	0.17	-	-	-	-	9.6
6	6	7	7	7	3-5	52	0.17	0.24	0.22	0.17	-	-	-	-	9.6
6	6	7	7	7	10	43	0.17	0.23	0.24	0.17	-	-	-	-	9.6
6	6	7	7	7	15	39	0.17	0.29	0.31	0.17	-	-	-	-	9.6
6	6	7	7	7	20	39	0.18	0.38	0.39	0.17	-	-	-	-	9.6
6	6	7	7	7	25	38	0.23	0.46	0.48	0.17	-	-	-	-	9.6
6	6	7	7	7	30	38	0.27	0.55	0.57	0.17	-	-	-	-	9.6

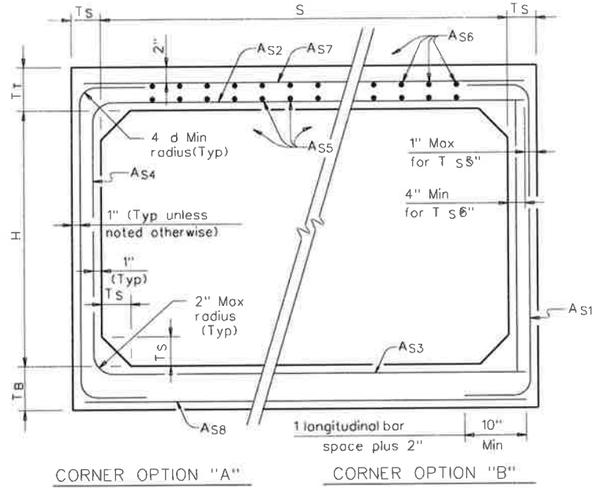
(1) For Box Length = 8'-0"

(2) A_{S1} thru A_{S4}, A_{S7} and A_{S8} are minimum required areas of reinforcement per linear foot of box length. A_{S6} and A_{S5} are minimum required areas of reinforcement per linear foot of box width.



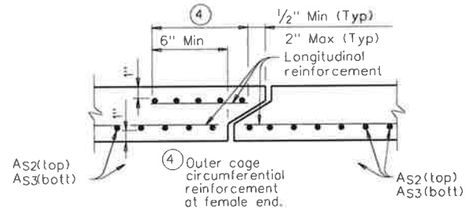
CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT 2 FT AND GREATER



CORNER OPTION "A" CORNER OPTION "B"

FILL HEIGHT LESS THAN 2 FT



SECTION A-A

(TOP AND BOTTOM SLAB JOINT REINFORCEMENT)

GENERAL NOTES:

Designs shown conform to ASTM C1577. Refer to ASTM C1577 for information or details not shown.

All concrete shall be Class "H" Concrete with a minimum compressive strength of 5,000 psi.

See SCP-MD standard sheet for miscellaneous details and notes not shown.

In lieu of furnishing the designs shown on this sheet, the contractor may furnish an alternate design that is equal to or exceeds the box design for the design fill height in the table. Shop plans for alternate designs shall be submitted in accordance with Item "Precast Concrete Structural Members (Fabrication)".

HL93 LOADING

Texas Department of Transportation

Bridge Division Standard

SINGLE BOX CULVERTS PRECAST

6'-0" SPAN

SCP-6

FILE: scp06sls.dgn	DN: GAF	CK: LMW	DW: BWH/TxDOT	CK: GAF
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TABLE OF DIMENSIONS & REINFORCING STEEL
(Wings for One Structure End)

Dimensions					Variable Reinforcing				Estimated Quantities per ft of wing length (2~Wings) ③	
Maximum Wingwall Height Hw	W	X	Y	Z	Bars J 1 Size	Bars J 1 Spa	Bars J 2 Size	Bars J 2 Spa	Reinf (Lb/Ft)	Conc (CY/Ft)
2'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	33.73	0.248
3'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.07	0.261
3'-6"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	37.74	0.273
4'-0"	2'- 5"	1'- 0"	9"	7"	#4	1'-0"	#4	1'-0"	38.41	0.285
4'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	41.75	0.330
5'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.09	0.343
5'-6"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	45.75	0.355
6'-0"	3'- 2"	1'- 6"	1'- 0"	7"	#4	1'-0"	#4	1'-0"	46.42	0.367
7'-0"	3'- 8"	1'- 9"	1'- 3"	7"	#4	1'-0"	#4	1'-0"	52.77	0.414
8'-0"	4'- 2"	2'- 0"	1'- 6"	8"	#5	1'-0"	#4	1'-0"	60.19	0.486
9'-0"	4'- 8"	2'- 3"	1'- 9"	8"	#4	6"	#4	6"	81.49	0.535
10'-0"	5'- 2"	2'- 6"	2'- 0"	8"	#5	6"	#4	6"	97.25	0.584
11'-0"	5'- 8"	2'- 9"	2'- 3"	8"	#6	6"	#5	6"	133.65	0.634
12'-0"	6'- 2"	3'- 0"	2'- 6"	9"	#7	6"	#5	6"	152.29	0.721
13'-0"	6'- 8"	3'- 3"	2'- 9"	11"	#7	6"	#5	6"	178.80	0.856
14'-0"	7'- 2"	3'- 6"	3'- 0"	1'- 0"	#8	6"	#5	6"	216.78	0.959
15'-0"	7'- 8"	4'- 0"	3'- 0"	1'- 1"	#9	6"	#5	6"	283.06	1.068
16'-0"	8'- 2"	4'- 6"	3'- 0"	1'- 3"	#9	6"	#5	6"	297.02	1.234

TABLE OF WINGWALL REINFORCING (2~Wings)

Bar	Size	No.	Spa
D	#5	~	1'-0"
E	#4	~	1'-0"
F	#4	~	1'-0"
G	#6	4	~
M	#4	4	~
P	#4	~	1'-0"
R	#5	6	~
V	#4	~	1'-0"

TABLE OF ESTIMATED CULVERT TOEWALL QUANTITIES

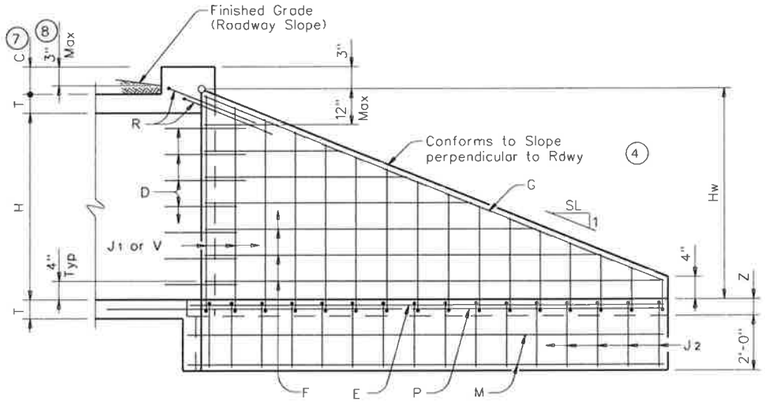
Bar	Size	No.	Spa
L	#4	~	1'-6"
Q	#4	1	~
Reinf (Lb/Ft)			2.45
Conc (CY/Ft)			0.037

WING DIMENSION CALCULATIONS:

Formulas: (All values are in Feet)
Hw = H + T + C - 0.250'
A = (Hw - 0.333') (SL)
B = (A) Tangent (30°)
Lw = (A) Cosine (30°)
For Cast-in-place culverts:
Ltw = (N) (S) (N+ 1) (t)
For Precast culverts:
Ltw = (N) (2U S) (N+ 1) (t+0.500')
Total Wingwall Area (Two Wings ~ S.F.)=(Hw 0.333')+(Lw)

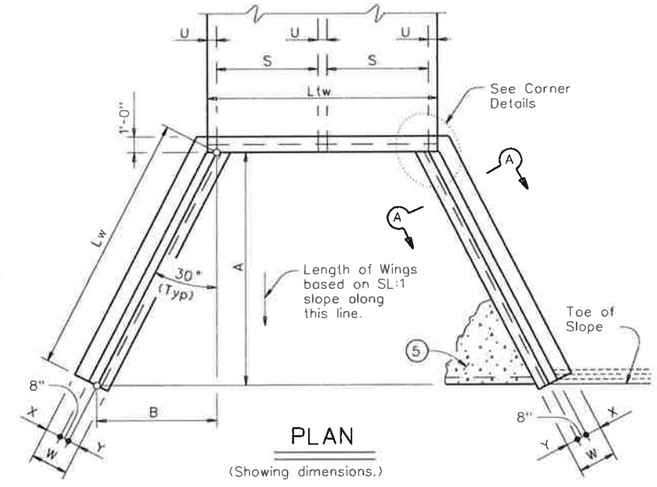
Hw = Height of Wingwall
SL:1 = Side Slope Ratio (Horizontal:1 Vertical)
Lw = Length of Wingwall
Ltw = Culvert Toewall Length
N = Number of Culvert Spans

See applicable box culvert standard for H, S, T, and U values.



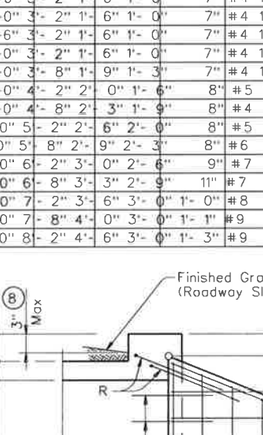
INSIDE ELEVATION

(Showing reinforcing. Culvert and Culvert Toewall reinforcing not shown for clarity.)

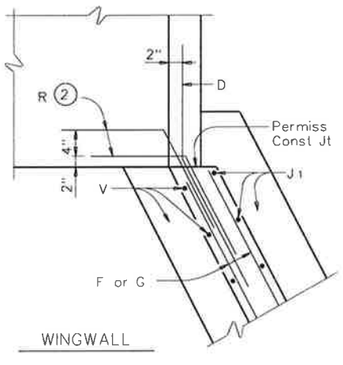


PLAN

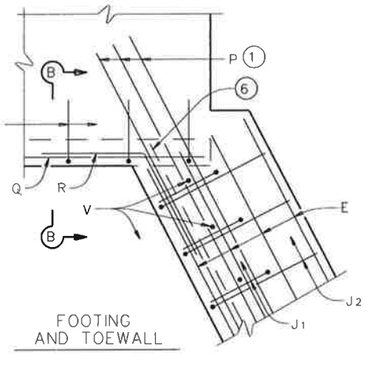
(Showing dimensions.)



SECTION A-A



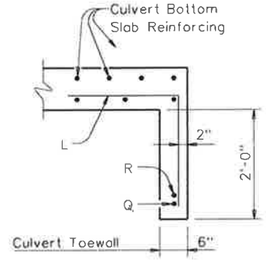
WINGWALL



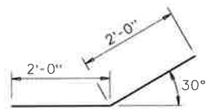
FOOTING AND TOEWALL

CORNER DETAILS

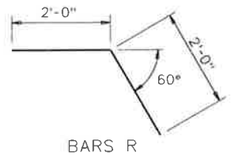
(Culvert and Culvert Toewall reinforcing not shown for clarity.)



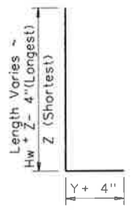
SECTION B-B ⑤



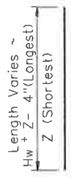
BARS D



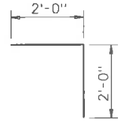
BARS R



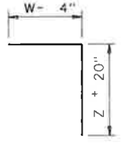
BARS J1



BARS V



BARS L



BARS J2

1. Extend Bars P 3'-0" minimum into bottom slab of Box Culvert.
2. Adjust to fit as necessary to maintain 1 1/4" clear cover and 4" minimum between bars.
3. Quantities shown are based on an average wing height for two wings (one structure end). To determine total quantities for two wings multiply the tabulated values by Lw.
4. Recommended values of Slope are: 2:1, 3:1, 4:1, & 6:1.
5. When shown elsewhere on the plans, a 5" deep concrete riprap shall be constructed. Payment for riprap shall be as required by Item 432, "Riprap". Unless otherwise shown on the plans or directed by the Engineer, the riprap shall have a 6" wide by 1'-6" deep reinforced concrete toewall along all edges adjacent to natural ground; the toewall shall be reinforced by extending typical riprap reinforcing into the toewall; construction joints or grooved joints, oriented in the direction of flow, shall extend across the full distance of the riprap, at intervals of approximately 20'. When such riprap is provided, the culvert toewall shown in SECTION B-B will not be required.
6. At Contractor's option, Culvert Toewall may be ended flush with Wingwall Toewall. Adjust reinforcing from that shown as necessary.
7. 0" min to 5'-0" max. Estimated curb heights are shown elsewhere in the plans. For structures with pedestrian rail, bicycle rail or curbs taller than 1'-0", refer to ECD standard. For structures with T6 bridge rail, refer to T6-CM standard. For structures with traffic rail, other than T6, refer to RAC standard.
8. For vehicle safety, curb heights and wall heights shall be reduced, if necessary, to provide a maximum 3" projection above finished grade. No changes will be made in quantities and no additional compensation will be allowed for this work.

GENERAL NOTES:

Designed according to AASHTO LRFD Specifications.

All reinforcing steel shall be Grade 60.

Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.

All concrete shall be Class "C" and shall have a minimum compressive strength of 3600 psi.

All reinforcing bars shall be adjusted to provide a minimum of 1 1/4" clear cover.

When structure is founded on solid rock, depth of toewalls for culverts and wingwalls may be reduced or eliminated as directed by the Engineer.

See BCS sheet for additional dimensions and information.

The quantities for concrete and reinforcing steel resulting from the formulas given on this sheet are for Contractor's information only.

Texas Department of Transportation

Bridge Division Standard

CONCRETE WINGWALLS
WITH FLARED WINGS FOR 0° SKEW BOX CULVERTS

FW-0

FILE: fw-0std.dgn	DN: GAF	CK: CAT	DW: TxDOT	CK: GAF
©TxDOT February 2010	CONT	SECT	JOB	HIGHWAY
REVISIONS 1-1-10: Add note for synthetic fibers.	DIST	COUNTY		SHEET NO. 22

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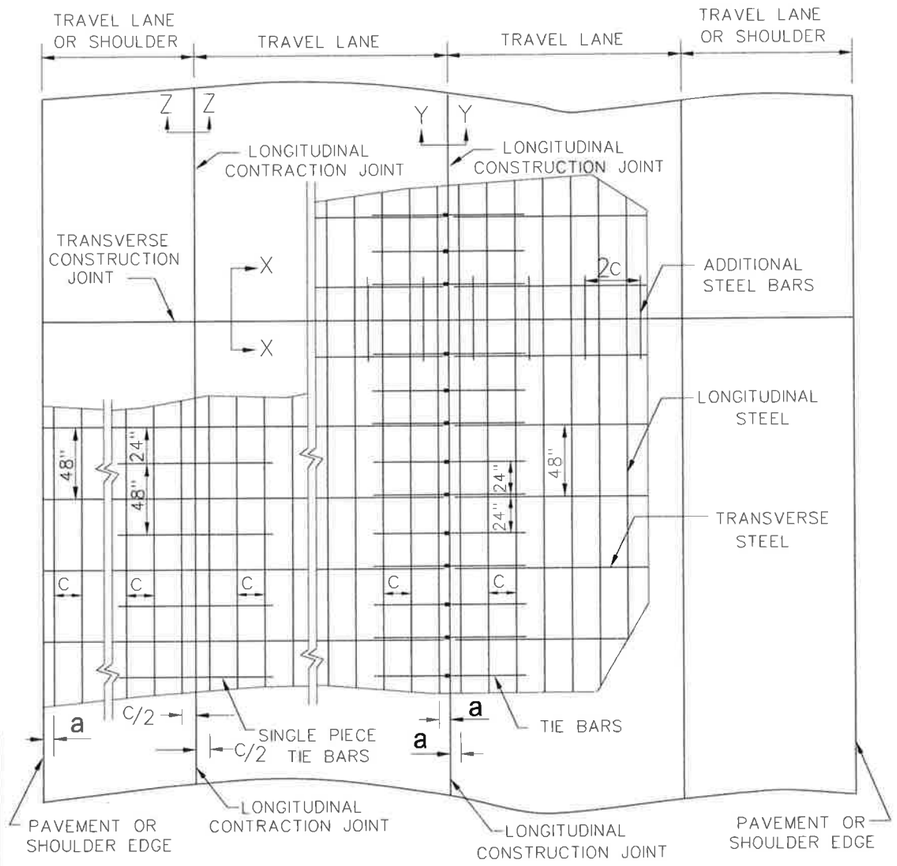
TABLE NO.1 LONGITUDINAL STEEL					
SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING c (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	6.5	3 TO 4	13	50
7.5	#5	6.0	3 TO 4	12	50
8.0	#6	9.0	3 TO 4	18	50
8.5	#6	8.5	3 TO 4	17	50
9.0	#6	8.0	3 TO 4	16	50
9.5	#6	7.5	3 TO 4	15	50
10.0	#6	7.0	3 TO 4	14	50
10.5	#6	6.75	3 TO 4	13.5	50
11.0	#6	6.5	3 TO 4	13	50
11.5	#6	6.25	3 TO 4	12.5	50
12.0	#6	6.0	3 TO 4	12	50
12.5	#6	5.75	3 TO 4	11.5	50
13.0	#6	5.5	3 TO 4	11	50

TABLE NO.2 TRANSVERSE STEEL AND TIE BARS						
SLAB THICKNESS (IN.)	TRANSVERSE STEEL		TIE BARS AT LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z)		TIE BARS AT LONGITUDINAL CONSTRUCTION JOINT (SECTION Y-Y)	
	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)	BAR SIZE	SPACING (IN.)
7.0 - 7.5	#5	48	#5	48	#5	24
8.0 - 13.0	#5	48	#6	48	#6	24

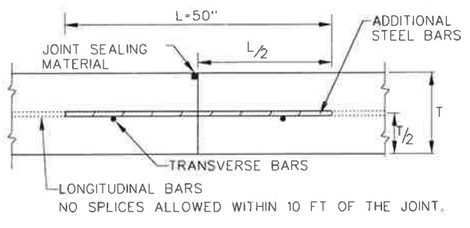


TYPICAL PAVEMENT LAYOUT

PLAN VIEW (NOT TO SCALE)

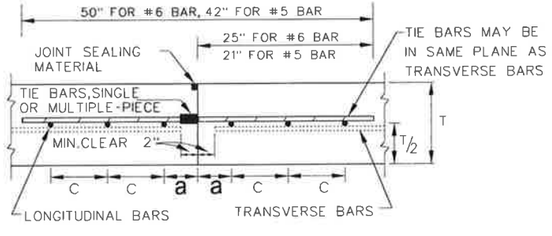
GENERAL NOTES

1. DETAILS FOR PAVEMENT WIDTH, PAVEMENT THICKNESS AND THE CROWN CROSS-SLOPE SHALL BE SHOWN ELSEWHERE IN THE PLANS. PAVEMENTS WIDER THAN 100 FT. WITHOUT A FREE LONGITUDINAL JOINT ARE NOT COVERED BY THIS STANDARD.
2. USE COARSE AGGREGATES TO PRODUCE CONCRETE WITH A COEFFICIENT OF THERMAL EXPANSION (CTE) NOT MORE THAN 5.5 X 10 $^{-6}$ IN/IN/ F. °
3. ALL THE REINFORCING STEEL AND TIE BARS SHALL BE DEFORMED STEEL BARS CONFORMING TO ASTM A 615 (GRADE 60) OR ASTM A 996 (GRADE 60) OR ABOVE. STEEL BAR SIZES AND SPACINGS SHALL CONFORM TO TABLE NO.1 AND TABLE NO.2.
4. WHEN LOW CTE CONCRETE (NOT MORE THAN 4.0 X 10 $^{-6}$ IN/IN/ F) IS PRODUCED, TABLE NO.1A MAY BE USED FOR LONGITUDINAL STEEL AS APPROVED BY THE ENGINEER.
5. STEEL BAR PLACEMENT TOLERANCE SHALL BE +/- 1 IN. HORIZONTALLY AND +/- 0.5 IN. VERTICALLY. CALCULATED AVERAGE BAR SPACING (CONCRETE PLACEMENT WIDTH / NUMBER OF LONGITUDINAL BARS) SHALL CONFORM TO TABLE NO.1 OR TABLE NO.1A.
6. PAVEMENT WIDTHS OF MORE THAN 15 FT. SHALL HAVE A LONGITUDINAL JOINT (SECTION Z-Z OR SECTION Y-Y). THESE JOINTS SHALL BE LOCATED WITHIN 6 IN. OF THE LANE LINE UNLESS THE JOINT LOCATION IS SHOWN ELSEWHERE ON THE PLANS.
7. THE SAW CUT DEPTH FOR THE LONGITUDINAL CONTRACTION JOINT (SECTION Z-Z) SHALL BE ONE THIRD OF THE SLAB THICKNESS (T/3).
8. WHEN TYING CONCRETE GUTTER AT A LONGITUDINAL JOINT, THE TIE BAR LENGTH OR POSITION MAY BE ADJUSTED. PROVIDE 3 IN. OF CONCRETE COVER FROM THE BACK OF GUTTER TO THE END OF TIE BAR.
9. REPLACE MISSING OR DAMAGED TIE BARS WITHOUT ADDITIONAL COMPENSATION BY DRILLING MIN.10 IN. DEEP AND GROUTING TIE BARS WITH TYPE III, CLASS C EPOXY, MEET THE PULL-OUT TEST REQUIREMENTS IN ITEM 361.
10. OMIT TIE BARS LOCATED WITHIN 18 IN. OF THE TRANSVERSE CONSTRUCTION JOINTS (SECTION X-X). USE HAND-OPERATED IMMERSION VIBRATORS TO CONSOLIDATE THE CONCRETE ADJACENT TO ALL FORMED JOINTS.
11. LONGITUDINAL REINFORCING STEEL SPLICES SHALL BE A MINIMUM OF 25 IN. STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT.
12. THE DETAIL FOR THE JOINT SEALANT AND RESERVOIR IS SHOWN ON STANDARD SHEET "CONCRETE PAVING DETAILS, JOINT SEALS."



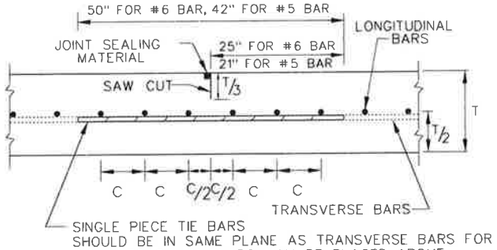
TRANSVERSE CONSTRUCTION JOINT

SECTION X - X



LONGITUDINAL CONSTRUCTION JOINT

SECTION Y - Y



LONGITUDINAL CONTRACTION JOINT

SECTION Z - Z

SHEET 1 OF 2

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT T - 7 to 13 INCHES

CRCP(1)-13

FILE: crcp113.dgn	DN: TxDOT	CK: AN	DW: HC	CK: RM
©TxDOT October 2013	CONT	SECT	JOB	HIGHWAY
REVISIONS 10/10/2011 ADD DN. #12 04/09/2013 REMOVE 6" AND 6.5" ADD CTE REQUIREMENTS	DIST	COUNTY		SHEET NO. 23

DATE:
FILE:

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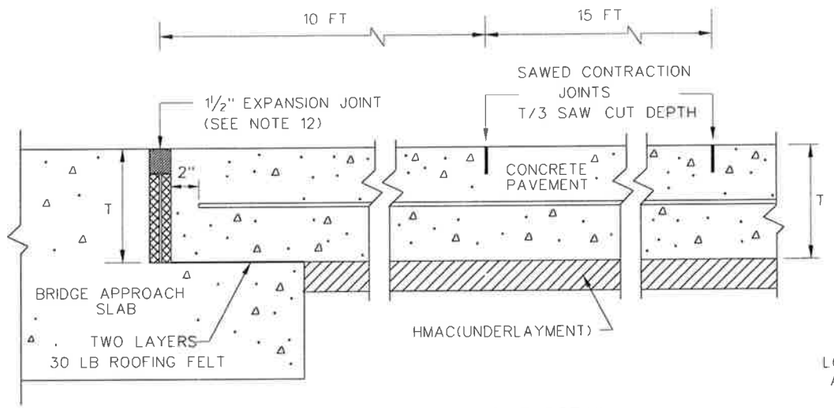
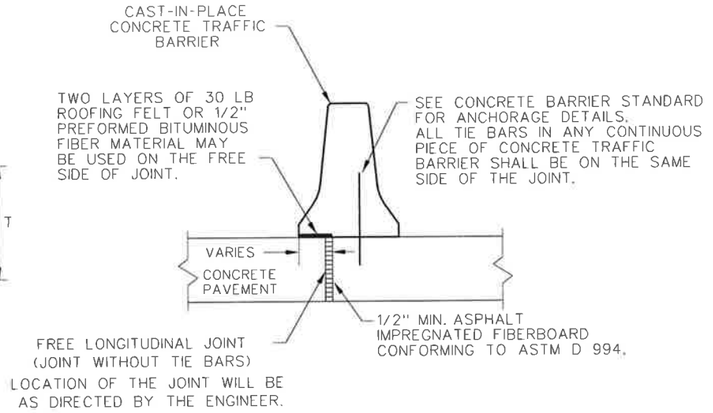
TABLE NO.1A LONGITUDINAL STEEL FOR LOW CTE CONCRETE AS APPROVED BY THE ENGINEER

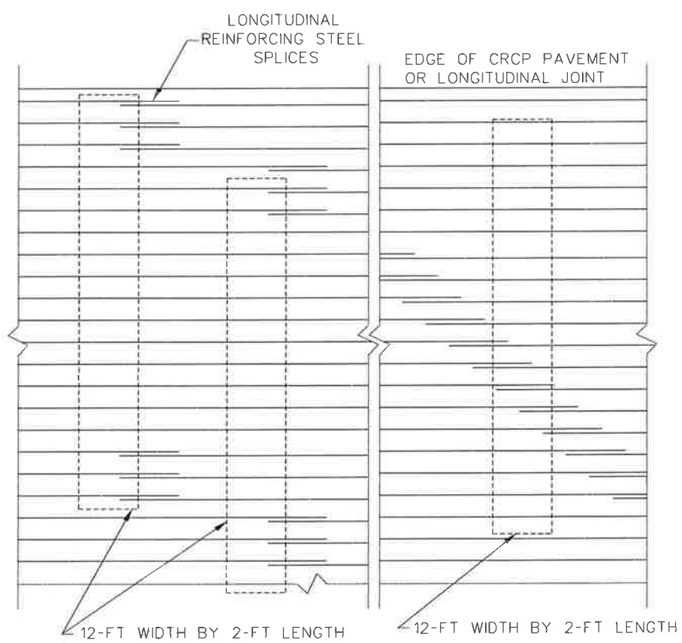
SLAB THICKNESS AND BAR SIZE		REGULAR STEEL BARS	FIRST SPACING AT EDGE OR JOINT	ADDITIONAL STEEL BARS AT TRANSVERSE CONSTRUCTION JOINT (SECTION X-X)	
T (IN.)	BAR SIZE	SPACING c (IN.)	SPACING a (IN.)	SPACING 2 x c (IN.)	LENGTH L (IN.)
7.0	#5	7.5	3 TO 4	15	50
7.5	#5	7.0	3 TO 4	14	50
8.0	#6	10.0	3 TO 4	20	50
8.5	#6	9.5	3 TO 4	19	50
9.0	#6	9.0	3 TO 4	18	50
9.5	#6	8.5	3 TO 4	17	50
10.0	#6	8.0	3 TO 4	16	50
10.5	#6	7.5	3 TO 4	15	50
11.0	#6	7.0	3 TO 4	14	50
11.5	#6	6.75	3 TO 4	13.5	50
12.0	#6	6.50	3 TO 4	13	50
12.5	#6	6.25	3 TO 4	12.5	50
13.0	#6	6.0	3 TO 4	12	50



TRANSVERSE EXPANSION JOINT DETAIL
AT BRIDGE APPROACH

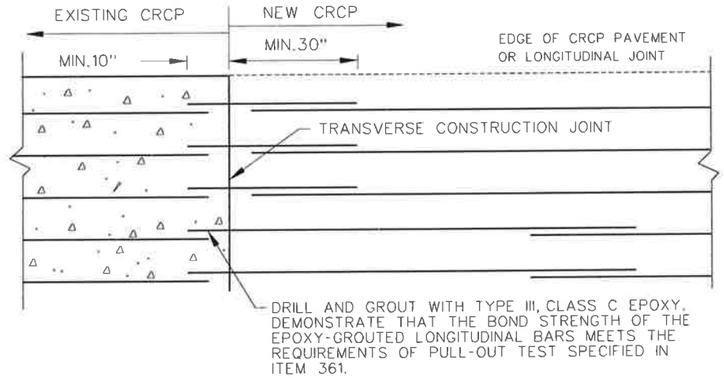


FREE LONGITUDINAL JOINT DETAIL

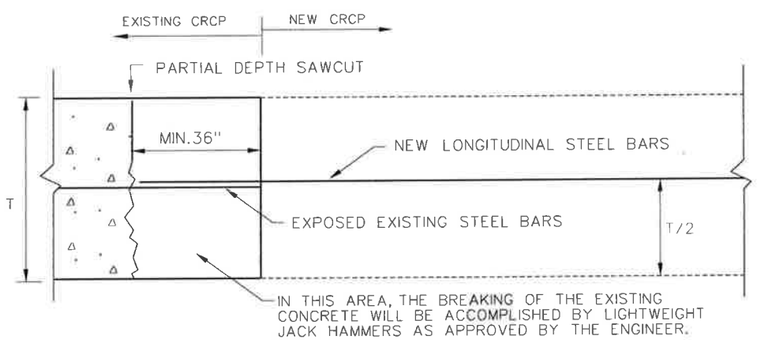


STAGGER THE LAP LOCATIONS SO THAT NO MORE THAN 1/3 OF THE LONGITUDINAL STEEL IS SPLICED IN ANY GIVEN 12-FT. WIDTH AND 2-FT. LENGTH OF THE PAVEMENT. ANY OTHER LAP CONFIGURATION MEETING THIS REQUIREMENT WILL BE ALLOWED.

EXAMPLES OF LAP CONFIGURATION
PLAN VIEW (NOT TO SCALE)

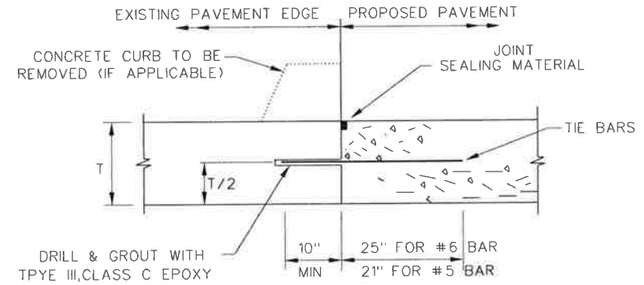


OPTION A: DRILL AND EPOXY
PLAN VIEW (NOT TO SCALE)



OPTION B: BREAKBACK AND LAP

TRANSVERSE TIE JOINT DETAIL
EXISTING CRCP TO NEW CRCP



1. BEFORE WIDENING WORK, DEMONSTRATE THAT THE BOND STRENGTH OF THE EPOXY-GROUTED TIE BARS MEETS THE REQURIMENTS OF PULL-OUT TEST SPECIFIED IN ITEM 361.
2. SPACE TIE BARS AT 24" SPACING. USE #6 TIE BARS FOR 8" AND THICKER SLABS, USE #5 TIE BARS FOR LESS THAN 8" THICK SLABS.

LONGITUDINAL WIDENING JOINT DETAIL

SHEET 2 OF 2

Texas Department of Transportation | Design Division Standard

CONTINUOUSLY REINFORCED CONCRETE PAVEMENT

ONE LAYER STEEL BAR PLACEMENT T - 7 to 13 INCHES

CRCP(1)-13

FILE: crcp113.dgn	DN: TxDOT	CK: AN	DW: HC/VP	CK: RM
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REVISIONS	DIST	COUNTY		SHEET NO.
				24

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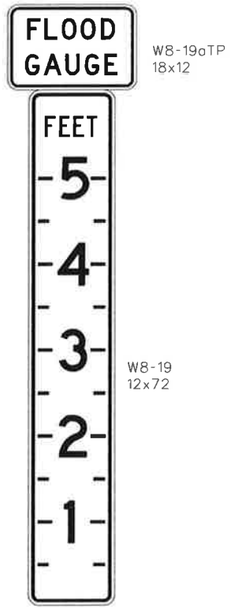


W8-19aTP
18x12

W8-19
12x72

W8-18
36x36

W16-4P
18x12

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLUORESCENT YELLOW	TYPE B_{FL} & C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM

GENERAL NOTES

1. Each flood gauge assembly shall consist of the FLOOD GAUGE sign (W8-19aTP) and DEPTH MARKER (W8-19). Two assemblies should be erected, one along each approach, at the low water crossing location on the right side of the roadway.

2. The flood gauge assembly should be of sufficient height to register depth of water to a minimum of five (5) Feet above the lowest travellane pavement surface. Actual height of depth marker required for each location is shown elsewhere in the plans, but should not be in excess of ten (10) feet.

3. The flood gauge assembly should be located not more than ten (10) feet from the pavement edge. Consideration should be given to placement with regard to the following factors:

   a) Accurate register of depth of water over roadway.

   b) Daytime and nighttime visibility of the flood gauge assembly along roadway approaches.

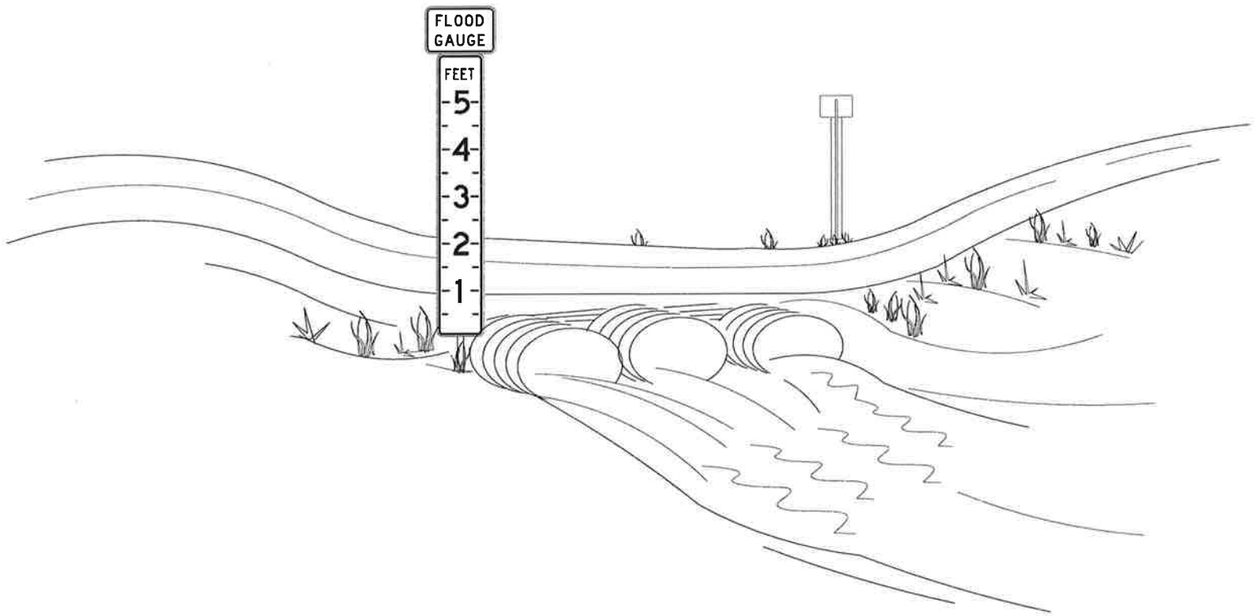
   c) Outside the main flow of water during both normal and flood conditions.

4. In areas where flood conditions would likely obscure the flood gauge assembly, a second pair of gauges, one on each approach, registering depths greater than shown on the first flood gauge assembly, is recommended.

5. The Engineer will approve all flood gauge assembly locations before installation.

6. The alphabets and lateral spacing between letters and numerals shall conform with the Texas "Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition, and any approved changes thereto. Lateral Spacing of text shall provide a balanced appearance. All materials shall conform to Department Specifications.

7. FLOOD GAUGE signs and depth marker shall be mounted in accordance with Standard SMD (series). The recommended mounting is three (3) inch fiberglass reinforced pipe (FRP) pipe as shown on Standard SMD(GEN) and SMD(FRP). ROAD MAY FLOOD sign (W8-18) along the approach roadway may be required in areas where rainfall causes frequent roadway flooding.



The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

FLOOD GAUGE ASSEMBLY

FGA-15

FILE: fga-15.dgn	DN TxDOT	CK: TxDOT	DW TxDOT	CK: TxDOT
© TxDOT January 1997	CONT	SECT	JOB	HIGHWAY
REVISIONS				
3-15	DIST	COUNTY		SHEET NO.
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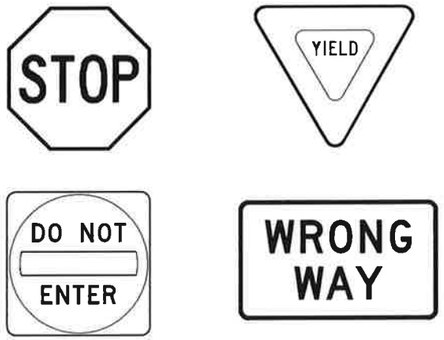
REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND,BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS

TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND,BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out while sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.
http://www.txdot.gov/

Texas Department of Transportation — Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

FILE: tsr4-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS 12-03 7-13 9-08	DIST	COUNTY		SHEET NO. 26

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

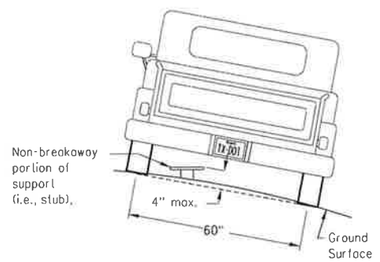
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-3))

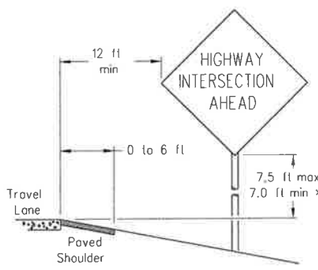
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

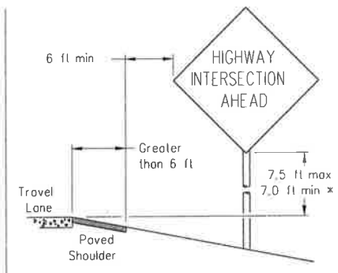
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

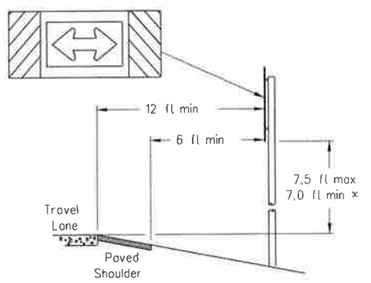
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travellane.



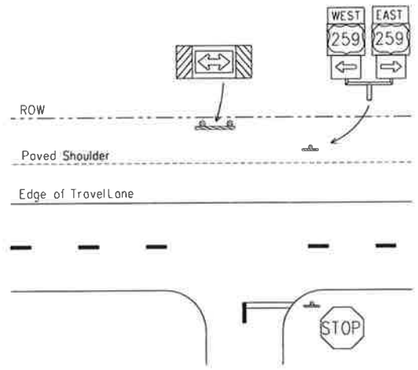
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

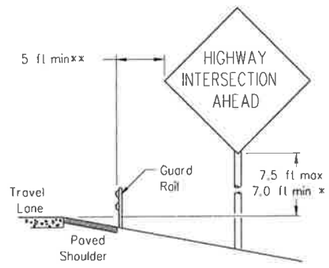
T-INTERSECTION



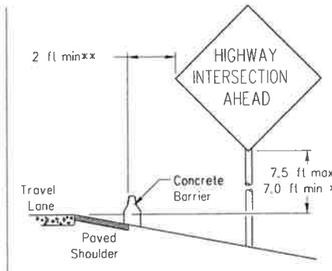
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



BEHIND BARRIER



BEHIND GUARDRAIL



BEHIND CONCRETE BARRIER

xxSign clearance based on distance required for proper guard rail or concrete barrier performance.

x Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travellane or

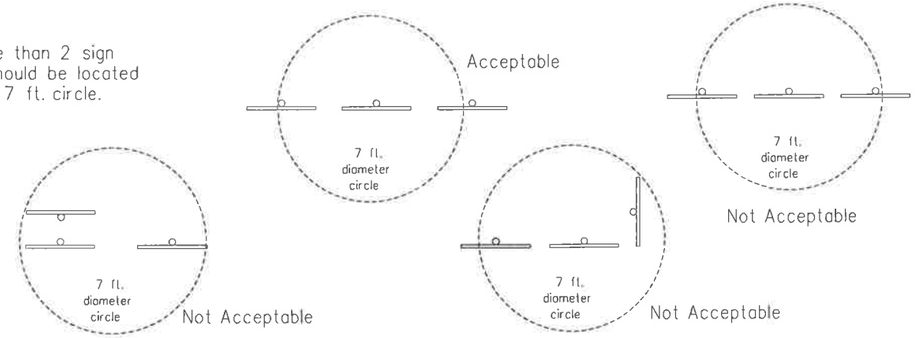
(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

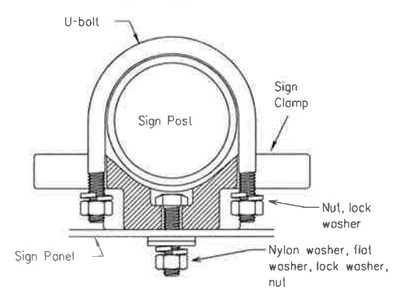
The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

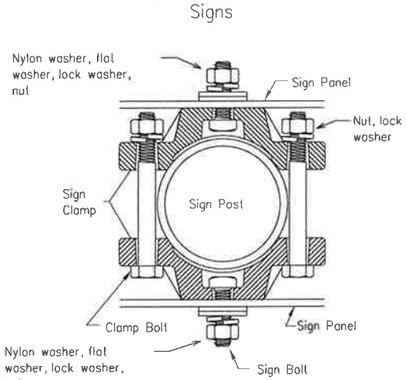


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

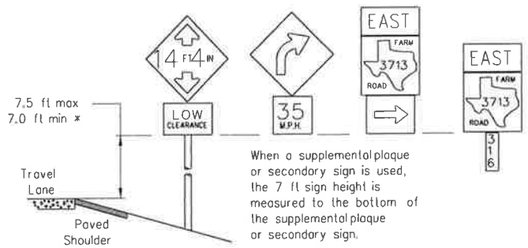
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



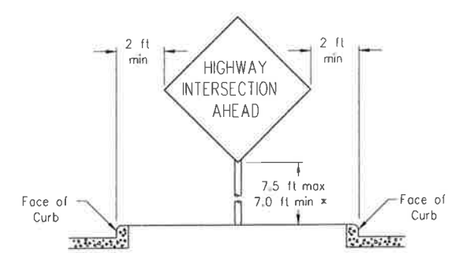
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



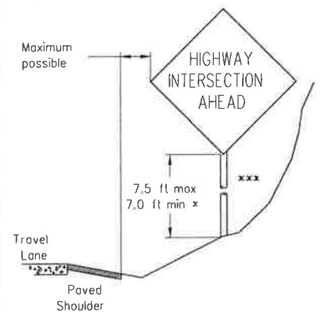
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travellane, signs should be placed as far from the travel lane as practical.

xxx Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				27

26A

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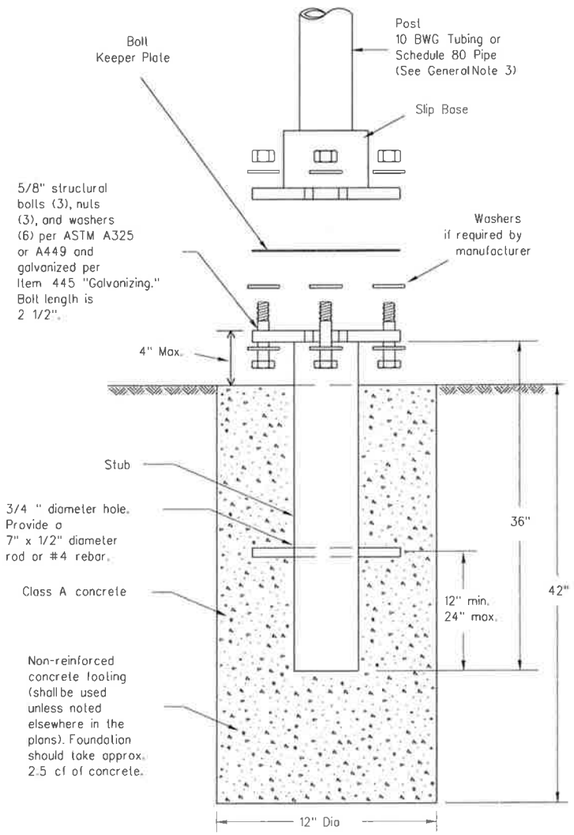
TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved
for the Triangular Slipbase System.
Please reference the Material Producer
List for approved slip base systems.
http://www.txdot.gov/business/producer list.htm_
The devices shall be installed per
manufacturers' recommendations.
Installation procedures shall be
provided to the Engineer by Contractor.

GENERAL NOTES:

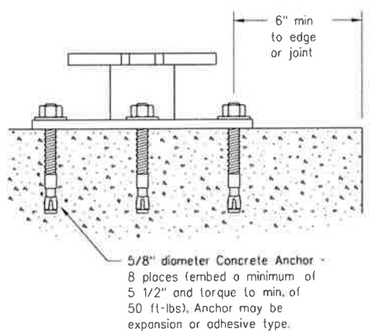
1. Slip base shall be permanently marked to indicate manufacturer, Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   - 10 BWG Tubing (2.875" outside diameter)
     - 0.134" nominal wall thickness
     - Seamless or electric-resistance welded steel tubing or pipe
     - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
     - Other steels may be used if they meet the following:
       - 55,000 PSI minimum yield strength
       - 70,000 PSI minimum tensile strength
       - 20% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
     - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
     - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   - Schedule 80 Pipe (2.875" outside diameter)
     - 0.276" nominal wall thickness
     - Steel tubing per ASTM A500 Gr C
     - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
       - 46,000 PSI minimum yield strength
       - 62,000 PSI minimum tensile strength
       - 21% minimum elongation in 2"
     - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
     - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
     - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

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REVISIONS	CONT	SECT	JOB	HIGHWAY			
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	DIST	COUNTY		SHEET NO.			
				28			

26B

DATE:
FILE:

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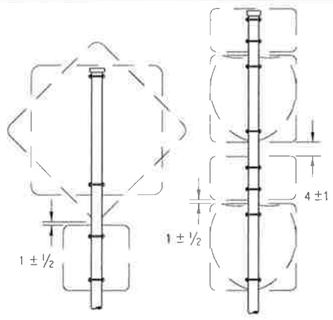
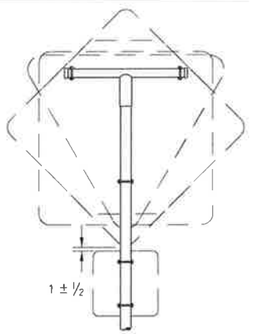


SM RD SGN ASSM TY XXXXX(1)XX(P)



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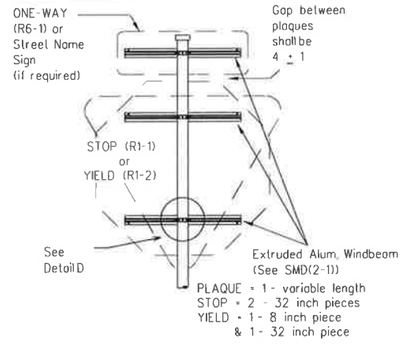
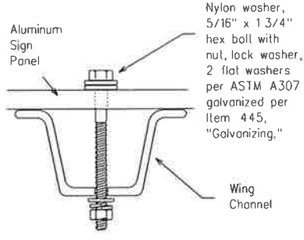
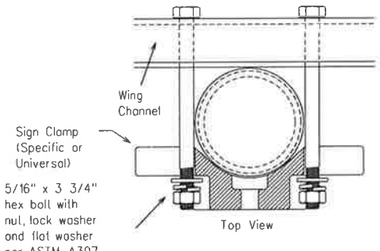


SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



Detail A



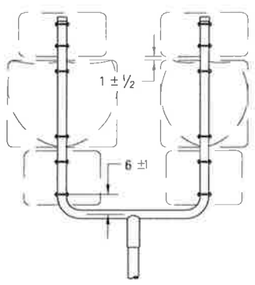
Detail B

GENERAL NOTES:

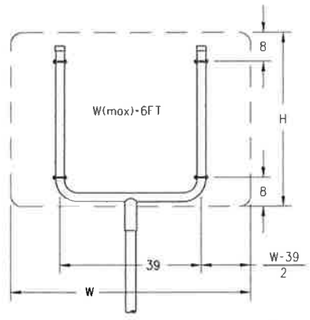
1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

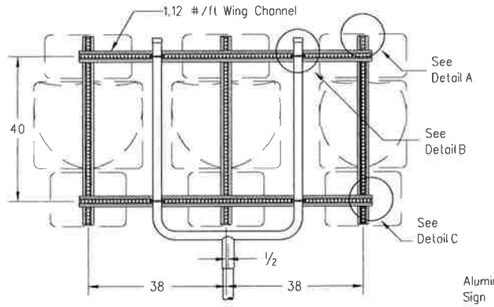
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized cooling at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.



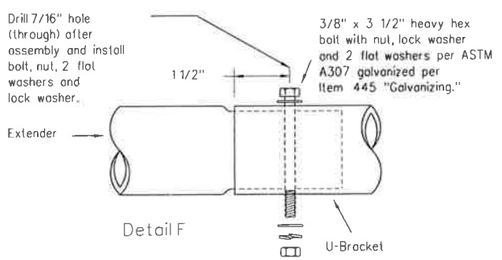
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

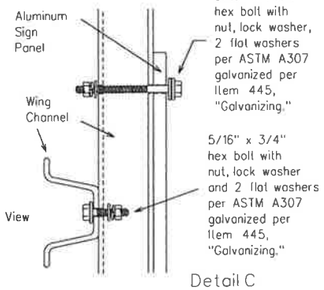


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

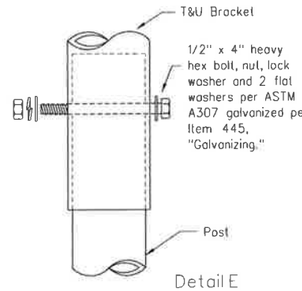


Detail F

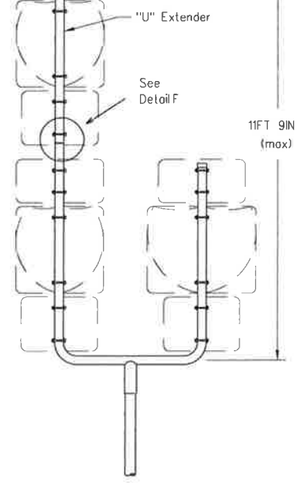
Splices shall only be allowed behind the sign substrate.



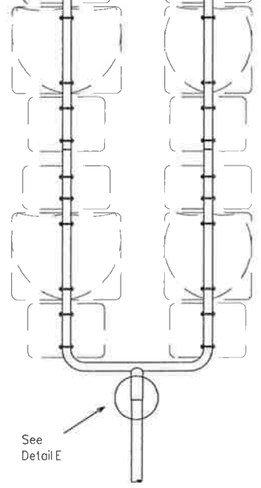
Detail C



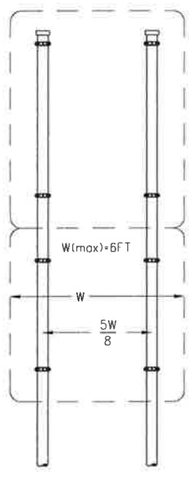
Detail E



SM RD SGN ASSM TY S80(1)XX(U-1EXT)

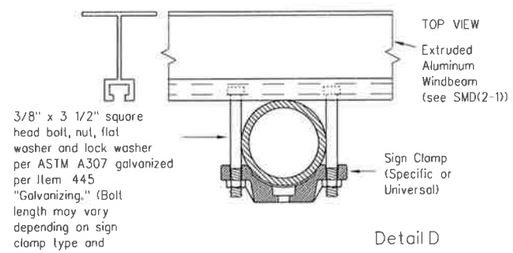


SM RD SGN ASSM TY S80(1)XX(U-2EXT)

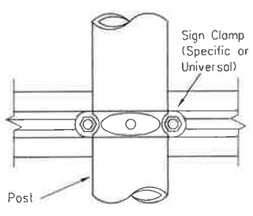


SM RD SGN ASSYM TY XXXXX(2)XX(P)

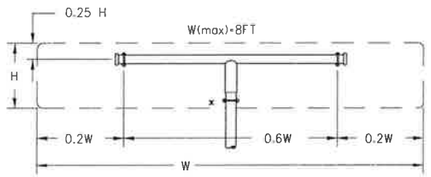
SIDE VIEW



Detail D



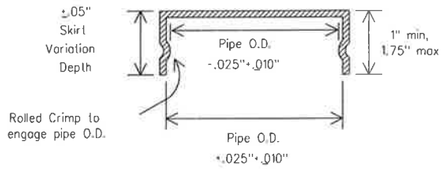
REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)



All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(x - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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9-08	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				29

26C

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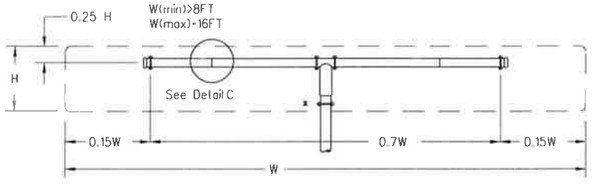
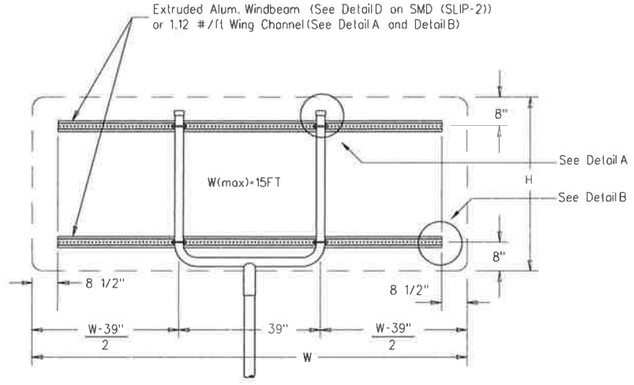
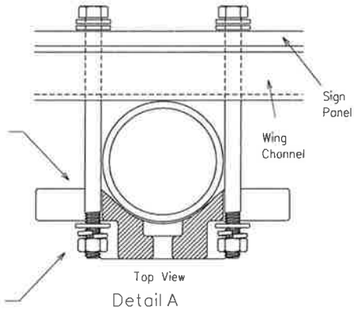


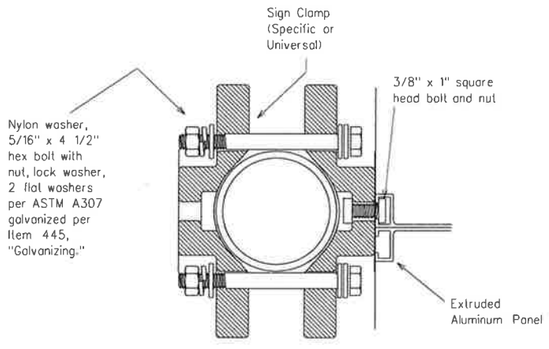
SM RD SGN ASSM TY XXXXX(1)XX(T-2EXT)
(x - See Note 12)



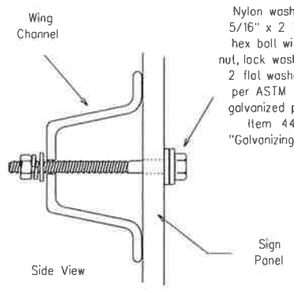
SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



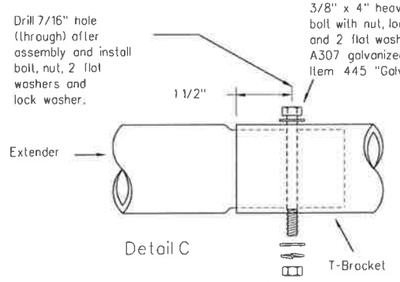
Detail A



Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

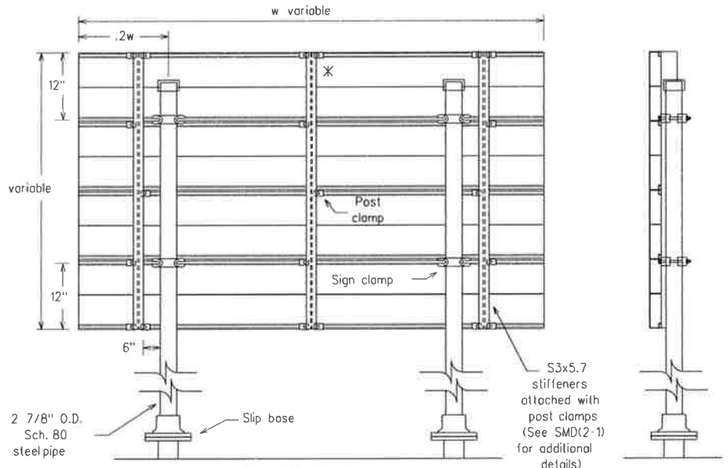


Detail B

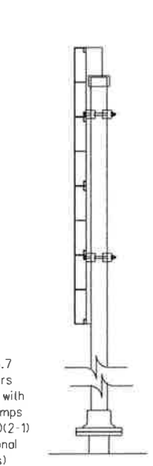


Detail C

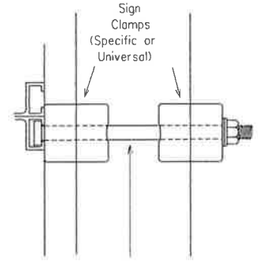
Splices shall only be allowed behind the sign substrate.



Typical Sign Mount
SM RD SGN ASSM TY S80(2)XX(P-EXAL)
* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.

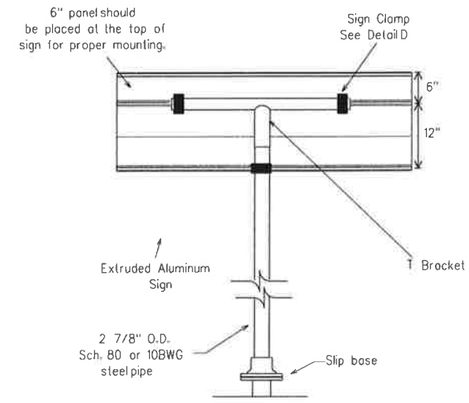


See Detail E
for clamp installation

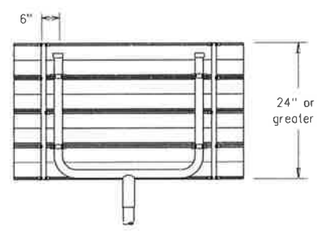


3/8" x 4 1/2"
square head
bolt, nut,
flat washer
and lock washer per
ASTM A307 galvanized
per Item 445,
"Galvanizing."

Detail E



Extruded Aluminum Sign
With T Bracket



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details

See Detail E
for clamp installation

GENERAL NOTES:

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

1.
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Sign blanks shall be the sizes and shapes shown on the plans.
11. Additional sign clamp required on the "T-bracket" post for 24 inch high signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.

REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-3)-08

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REVISIONS
9-08

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260

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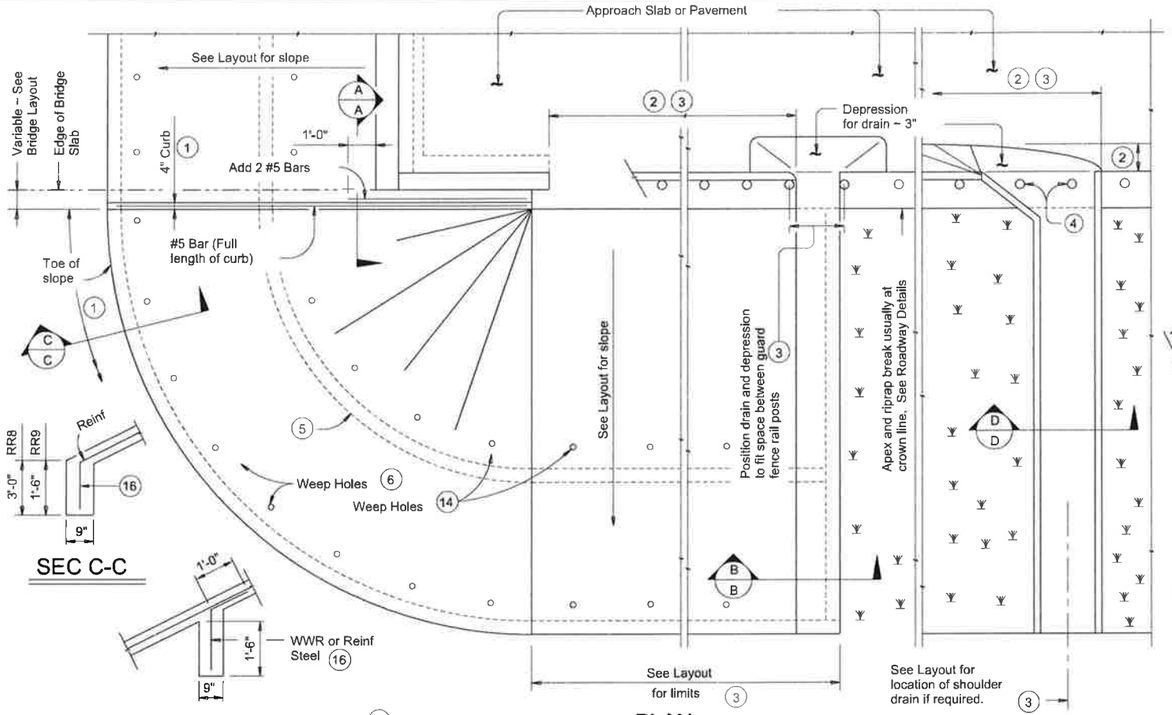
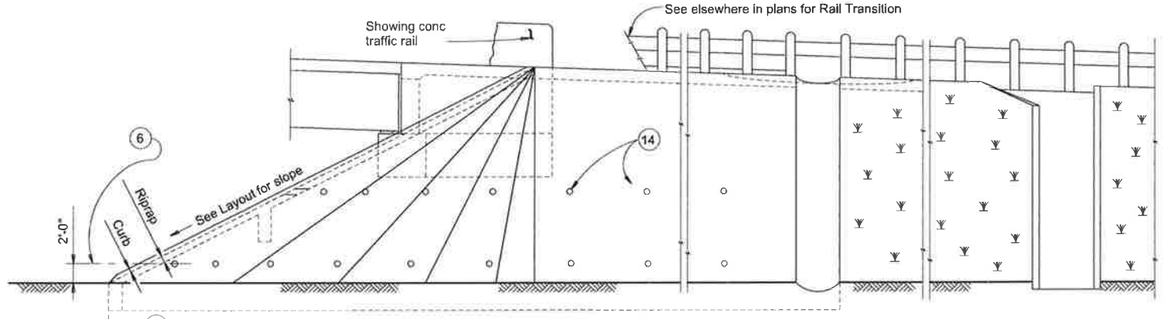


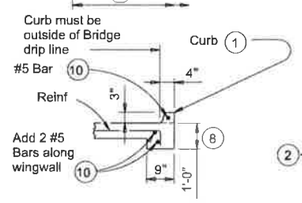
PLAN

SEC C-C

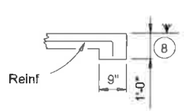
INTERMEDIATE TOEWALL



ELEVATION

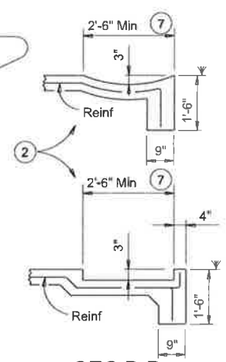


SEC A-A



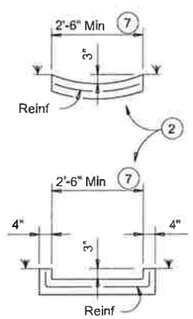
SEC B-B

(No Drain)



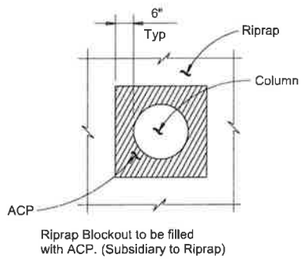
SEC B-B

(Shoulder Drain integral with riprap)



SEC D-D

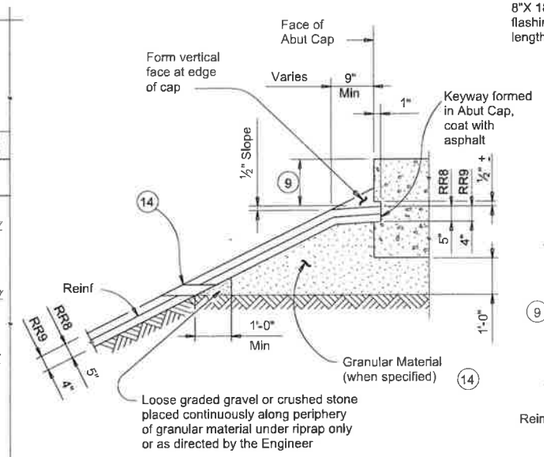
(Shoulder Drain)



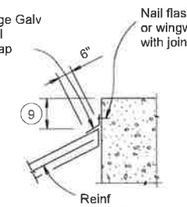
Riprap Blockout to be filled with ACP. (Subsidiary to Riprap)

RIPRAP DETAIL AT COLUMNS

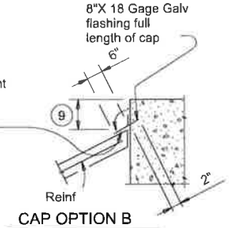
(As directed by the Engineer)



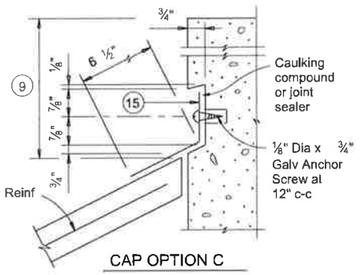
SHOWING KEYWAY OPTION



CAP OPTION A

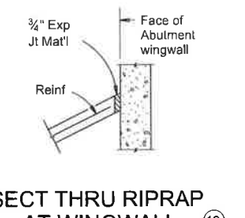


CAP OPTION B

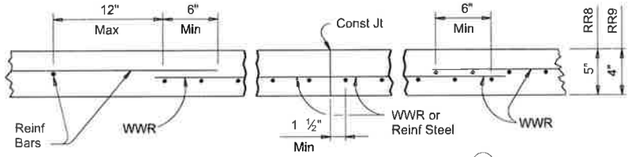


CAP OPTION C

SECTIONS THRU RIPRAP AT CAP (11)



SECT THRU RIPRAP AT WINGWALL (12)



REINFORCEMENT DETAILS (13)

See General Notes for optional sythetic fiber reinforcement.

1. When riprap is shown extended around header on layout, extend slab and toewall as shown and eliminate 4" curb.
2. Limits and configuration of drains and depressions are as shown elsewhere in plans or as directed by the Engineer.
3. Location of shoulder drain must consider limitations imposed by rail transition. Do not locate shoulder drains at expansion joints between approach slab and concrete pavement.
4. See details elsewhere in plans for installation of guard fence posts through concrete riprap.
5. Provide intermediate toewall only when designated elsewhere in the plans or included in the specifications.
6. Provide lower level of 2" Dia weep holes at 10' c-c backed by 1 CF packet of gravel and galvanized hardware cloth at all locations unless directed by the Engineer to eliminate.
7. Use wider or other drain configurations if shown elsewhere in plans or if directed by the Engineer.
8. Wall extension may be reduced or modified if approved by the Engineer. Increase wall extension to 1'-6" whenever the optional intermediate toewall is called for in the plans.
9. Top of cap to top of riprap dimension varies as directed by the Engineer. Should be 9" Min for beam/slab type bridges and 1'-6" for slab span, box beam, or slab beam bridges.
10. #5 bars shown are required even when synthetic fiber reinforcing option is selected.
11. Provide sealing option for joint between the face of cap and riprap as designated by the Engineer or as shown elsewhere on plans.
12. Flashing (shown in Cap Option A) may be used at wingwall in addition to Exp Jt Mat'l if shown on plans or directed by the Engineer.
13. Provide #3 reinforcing bars at 18" Spa c-c. Provide Welded Wire Reinforcement (WWR) as 6x6-D3xD3. Combinations of WWR and reinforcing bars may be used if both are permitted. Use lap splices of a minimum 6 inches, measured from the transverse wire of WWR, and the ends of reinforcing bars.
14. If granular material is specified, provide upper level of 2" Dia weep holes at 10' c-c backed by galvanized hardware cloth.
15. 8" x 18 Gage Galv Sheet Metal
16. Provide WWR or #3 bars, with 1'-0" extension into slope.

FOR CONTRACTOR'S INFORMATION ONLY:
5" of RR8 = 0.015 CY/SF
4" of RR9 = 0.012 CY/SF
#3 Reinf at 18" c-c = 0.501 Lbs/SF
6x6-D3xD3 = 0.408 Lbs/SF

GENERAL NOTES:

Provide Class "B" concrete with a minimum compressive strength of 2,000 psi unless noted elsewhere in plans.

Provide Grade 60 reinforcing steel.

Provide synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) in lieu of steel reinforcing in riprap concrete unless noted otherwise.

Install construction joints or grooved joints extending the full slant slope height at intervals of approximately 20 feet unless otherwise directed by the Engineer.

Hardware cloth, loose grade stone behind weep holes, flashing, or other sealing material are subsidiary to the bid item "Riprap".

Use reinforcing bars, deformed Welded Wire Reinforcing (WWR), or any suitable combination of both types for riprap reinforcing, unless specified elsewhere in the plans.

See Layout for limits of riprap.

RR8 is to be used on stream crossings.

RR9 is to be used on other embankments.

Texas Department of Transportation

Bridge Division Standard

CONCRETE RIPRAP AND SHOULDER DRAINS
EMBANKMENTS AT BRIDGE ENDS (TYPES RR8 & RR9)

CRR

FILE: crrside1.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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REVISIONS				
	DIST	COUNTY		SHEET NO.
				31

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and _____ ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor to provide the construction services described herein. The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the following described construction services, or any phase of such services, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work"):

As described in the IFB Solicitation # 1704-162, CR 384 Low Water Crossing At Donahoe Creek; including the specifications set forth therein, which is incorporated herein as if copied in full.

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the not-to-exceed amount of _____ ($_____) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the following described plans and specifications, as well as any revisions made thereto:

As described in the IFB Solicitation # 1704-162, including the specifications set forth therein, which is incorporated herein as if copied in full.

Additional Work: Should Owner choose to add additional work, such additional work shall be described in a separate written amendment to this Agreement wherein the additional work shall be described and the parties shall set forth the amount of compensation to be paid by Owner for the additional work. Contractor shall not begin any additional work and Owner shall not be obligated to pay for any additional work unless a written amendment to this Agreement has been signed by both parties.

ARTICLE 4 SUBSTANTIAL AND FINAL COMPLETION:

4.1 Commencement of Work. Contractor shall commence the Work upon instruction to do so from the Owner and Construction shall be deemed to have commenced on the date of such instruction.

4.2 Substantial Completion. "Substantial Completion" means the stage in the progress of the Work when the Work, or designated portions thereof, may still require minor modifications or adjustments but, in the Owner's opinion, the Work has progressed to the point such that all parts of the Work under consideration are fully operational and usable for intended purposes, as evidenced by a Certificate of Substantial Completion approved by the Owner. If a Certificate of Occupancy is required by public authorities having jurisdiction over the Work, said certificate shall be issued before the Work or any portion thereof is considered substantially complete. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify Owner's Designated Representative (sometimes referred to as the "ODR") and request a determination as to whether the Work or designated portion thereof is substantially complete. If the ODR does not consider the Work substantially complete, the ODR will notify the Contractor giving reasons therefore. Failure on the Owner's part to list a reason does not alter the responsibility of the Contractor to complete all Work in accordance with the terms of this Agreement. After satisfactorily completing items identified by Owner's Designated Representative, the Contractor shall then submit another request for the ODR to determine Substantial Completion. If The ODR considers the Work substantially complete, The ODR will prepare and deliver a certificate of Substantial Completion which shall establish the date of Substantial Completion, shall include a punch list of items to be completed or corrected before final completion and final payment, shall establish the time within which the Contractor shall finish the punch list, and shall establish responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work, warranty and insurance. Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the terms and conditions of this Agreement. The certificate of Substantial Completion shall be signed by the Owner and the Contractor to evidence acceptance of the responsibilities assigned to them in such certificate.

Substantial Completion (as defined in this agreement) for all stages of the Work shall be achieved on or before the following Substantial Completion date:

DATE FOR SUBSTANTIAL COMPLETION: TBD

Under no circumstances will the time for Substantial Completion exceed this date without a written amendment to this Agreement. **THE TIMES SET FORTH IN THE CONSTRUCTION DOCUMENTS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT. TIME LIMITS STATED IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT.**

4.3 Final Completion. The Work shall be fully and finally completed **on or before TBD**; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Owner shall, at its sole discretion, determine when the Work has been fully and finally completed to its satisfaction.

4.4 Liquidated Damages. For each consecutive calendar day after the date of Substantial Completion that the Work is not Substantially Complete, the Owner may deduct the amount of **Two Hundred Dollars per day ($200/day)** from any money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages that the Owner will sustain for late completion. The parties stipulate and agree that calculating Owner's actual damages for late completion of the Work would be impractical, unduly burdensome, and cause unnecessary delay and that the amount of daily liquidated damages set forth is reasonable.

ARTICLE 5 PAYMENT:

Contractor shall have a duty to submit to the ODR by the end of each month a statement showing the total value of the Work performed during such month. The statement shall also include the value of all sound materials delivered on the Work site and to be included in the Work and all partially completed Work, whether bid as a lump sum or a unit item, which in the opinion of the ODR is acceptable. The ODR shall examine and approve or modify and approve such statement. The Owner shall then pay the Contractor pursuant to Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"), as set forth in Article 11.1 of this Agreement, the total amount of the approved statement less all previous payments and all further sums that may by retained by the Owner under the terms of this Agreement or under the law. **Statements are not considered "received" until reviewed by the ODR and an approved statement is submitted to the Williamson County Auditor's Office; therefore, Contractor must ensure timely delivery of statements for review and processing.**

At any time following the completion of all Work, including all punch list items, cleanup, and the delivery of record documents, the Contractor shall submit a certified application for final payment, including all sums held as retainage if any, to the ODR for its review and approval. Contractor shall submit, prior to or with the application for final payment, final copies of all close out documents, including maintenance and operating instructions, guarantees and warranties, certificates, and all other items required by this Agreement. Contractor shall also submit consent of surety to final payment, an affidavit that all payrolls, bills for materials and equipment, subcontracted work and other indebtedness connected with the Work, except as specifically noted, have been paid or will be paid or otherwise satisfied within the period of time required by Chapter 2251, Texas Government Code. Contractor shall furnish documentation establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of claims arising out of the Agreement. Owner is entitled to rely upon this affidavit and the Contractor may not submit a claim on behalf of a subcontractor or vendor if that claim has not been noted as an exception in the affidavit.

Owner may deduct from the final payment all sums due from Contractor for any reason, Liquidated Damages and all other deductions authorized by this Agreement.

Final payment shall constitute a waiver of all claims by the Contractor except those specifically identified in writing and submitted to the ODR prior to the application for final payment. Provided, however, that the Work shall not be deemed fully performed by the Contractor and closed until the expiration of all warranty periods.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall perform all services specifically allocated to it hereunder, as well as those services reasonably inferable and necessary for completion of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work. Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide the Work described in this Agreement. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations in accordance with the highest standards used in the profession and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be an independent contractor under this Agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

6.5 As part of Contractor obligation to coordinate the Work, Contract shall:

a. cooperate with the ODR and endeavor to further the interests of the Owner and the Work;
b. provide an on-site, full-time superintendent for the duration of the Work;
c. visit the Work site and inspect the existing facilities, systems and conditions to insure an accurate understanding of the existing conditions as required;
d. at Owner's request, attend public meetings and hearings concerning the development of the Work;
e. review all drawings, specifications, and other plans as they are developed by the Owner and/or its architect and advise Owner of any error, inconsistency or omission discovered in the drawings, specifications, and other plans;
f. review the drawings, specifications, and other plans for compliance with all applicable laws and code requirements;
g. advise Owner of any tests that should be performed;
h. organize and maintain a competent, full-time staff at the Work site with clearly defined lines of authority and communication as necessary to coordinate construction activities, monitor and direct progress of the Work;
i. attend Owner's regularly scheduled Work progress meetings and fully advise the ODR of the Work status including schedule, costs, quality and changes;
j. assist Owner in obtaining building permits and obtain special permits for permanent improvements as required by law; and
k. shall coordinate, monitor and inspect the Work of subcontractors to ensure conformance with the drawings, specifications, other plans and with the terms of this Agreement.

6.6 Contractor shall identify every subcontractor it intends to use for the Work to the Owner in writing at least ten (10) days before entering into any subcontract. Contractor shall not use any subcontractor to which Owner has a reasonable objection. If Owner does not object to a particular subcontractor with said ten (10) days, such subcontract may be considered acceptable to Owner. Following Owner's acceptance of a subcontractor, that subcontractor shall not be changed without Owner's written consent, which shall not be unreasonably withheld.

6.7 Contractor's designated representative, which is set forth below Contractor's signature herein below, shall be responsible for the day-to-day management of the Work on behalf of Contractor. The designated representative shall be the Owner's primary contact during the Work and shall be available as required for the benefit of the Work and the Owner. The contractor's designated representative shall be authorized to act on behalf of and bind the Contractor in all matters related to the Work including, but not limited to, execution of Change Orders.

6.8 NO ALTERATIONS OR CHANGES SHALL BE MADE, HOWEVER, EXCEPT UPON THE WRITTEN ORDER OF THE OWNER, OR THE ODR.

6.9 Contractor shall promptly correct any defective Work at Contractor's sole expense, unless the Owner specifically agrees, in writing, to accept the Work.

6.10 Contractor shall maintain and deliver the close out documents that describe changes or deviations from the original drawings, specifications and plans that occurred during construction and that reflect the actual "As Built" conditions of the completed Work.

COMMISSIONING AND WARRANTY RESPONSIBILITIES

6.11 Contractor shall provide commissioning, starting and check-out services for the systems installed as a part of the Work prior to completion and acceptance. Operation manuals and instructions will be provided to the Owner, the systems will be demonstrated and training provided to Williamson County's operators upon completion and prior to acceptance.

6.12 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

6.13 Contractor shall provide warranty services for the Work for a full **12 months** (30 months for Work involving mechanical services, if any) following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 The Owner shall:

a. provide the general schedule for the Work provided Owner is of the opinion such schedule is necessary. The general schedule will set forth the Owner's plan for milestone dates and completion of the Work;
b. identify a person as its ODR who is authorized to act in the Owner's behalf with respect to the Work. The ODR shall examine the documents submitted by the Contractor and shall render decisions on behalf of the Owner to the extent allowed by Texas law;

c. at Owner's cost, will secure the services of surveyors, soils engineers, existing facility surveys, testing and balancing, environmental surveys or other special consultants to develop such additional information as may be necessary for the design or construction of the Work;
d. furnish required information and services and shall render approvals and decisions as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Contractor's services and of the Work;
e. shall have the right to reject any defective Work. Should Contractor refuse or neglect to correct any such Work within a reasonable time after notice, Owner may have the Work corrected and recover all expenses incurred from Contractor on demand; and
f. Owner shall furnish to the Contractor a sufficient number of plans, drawings and specifications sets.

ARTICLE 8 INSURANCE AND INDEMNITY

8.1 Insurance. The Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner.

8.1.1 The Contractor shall provide and maintain, until the Work covered in this Agreement is completed and accepted by the Owner, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to Owner.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$ 1,000,000	$ 1,000,000
Aggregate policy limits:		$1,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000
Aggregate policy limits	No aggregate limit	

e. Builder's Risk Insurance (*all risks*)

An all risks policy shall be in the amount equal at all times to 100% of the Contract Sum. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name his Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

1. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

2. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions., in this Agreement. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

f. Umbrella coverage in the amount of not less than $1,000,000.

8.1.2 The above insurance requirements are not intended to be compounded with the Contractor's standing insurance policies. If the Contractor already has in force insurance policies which provide the required coverage, there is no need to purchase duplicate coverage for this Work.

8.1.3 Policies must include the following clauses, as applicable.

a. "This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice, or ten (10) days for non-payment of premium, has been given to Williamson County."
b. "It is agreed that the Contractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by Williamson County for liability arising out of operations under the Agreement with Williamson County."
c. "Williamson County, it officials, directors, employees, representatives, and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured performed under Agreement with the Owner." This is not applicable to the workers' compensation policy.
d. "The workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of Williamson County."

8.1.4 Workers' Compensation Insurance Coverage:

In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.

a. Definitions:

(1) Certificate of Coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the Duration of the Work.

(2) Duration of the Work - includes the time from the beginning of the Work until the Work has been completed and accepted by the Owner.

(3) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(4) Persons providing services relating to the Work ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform the Work, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services in relation to the Work. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Work, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

b. The Contractor shall provide Coverage, based on proper reporting of classification codes and payroll amounts and filing of any Coverage agreements, which meets the statutory requirements of Texas labor Code, §401.011(44) for all employees of the Contractor providing services in relation to the Work, for the Duration of the Work.

c. The Contractor must provide a Certificate of Coverage to the Owner prior to or contemporaneously with the execution of this Agreement.

d. If the Coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Work, the Contractor must, prior to the end of the Coverage period, file a new Certificate of Coverage with the Owner showing that Coverage has been extended.

e. The Contractor shall obtain from each person providing services in relation to the Work, and provide to the Owner:

(1) a Certificate of Coverage, prior to that person beginning any of the Work, so the Owner will have on file Certificates of Coverage showing Coverage for all persons providing services in relation to the Work; and

(2) no later than seven days after receipt by the Contractor, a new Certificate of Coverage showing extension of Coverage, if the Coverage period shown on the current Certificate of Coverage ends during the Duration of the Work.

f. The Contractor shall retain all required Certificates of Coverage for the Duration of the Work and for one year thereafter.

g. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of Coverage of any person providing services in relation to the Work.

h. The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

i. By signing this Agreement or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services in relation to the Work and all persons providing services in relation to the Work will be covered by workers' compensation coverage for the Duration of the Work, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

j. The Contractor's failure to comply with any of these provisions is a breach of Agreement by the Contractor which entitles the Owner to declare the Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.5 The furnishing of the above listed insurance coverage must be tendered prior to execution of the Agreement, and in no event later than ten (10) calendar days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

8.1.6 The Contractor shall not cause or allow any of its required insurance to be canceled, nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.1.7 The Owner reserves the right to review the insurance requirements set forth in this Article during the effective period of the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

8.1.8 The Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

8.1.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required under this Agreement. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. **Any deductibles or self-insured retentions over $50,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.**

8.1.10 The Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with each and every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement under this Article 8 just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement of this Article 8 shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

8.2 INDEMNITY.

8.2.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

8.2.2 INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

8.3 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, Williamson County, or of the various departments comprising Williamson County, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 9 BONDS

9.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law.

9.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law.

9.3 Warranty Bond. Upon execution of this Agreement, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in Bid Documents and this Agreement.

ARTICLE 10 TERMINATION

10.1 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

10.2 Termination for Convenience. The Owner may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Contractor. In the event of such termination, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Owner's termination of this Agreement for convenience.

ARTICLE 11 MISCELLANEOUS PROVISIONS

11.1 Interest and Late Payments. Except as otherwise specifically set forth herein, Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

11.2 Assignment; Successors and Assigns. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

11.3 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

11.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County where the Work site is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the project in which the Owner is a party.

11.5 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

11.6 Interpretation. In the event of any dispute over the meaning or application of any provision of the Contract Documents, the Contract Documents shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of the Contract Documents.

11.7 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

11.8 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

11.9 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.

11.10 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

11.11 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to Owner, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Owner does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

11.12 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

11.13 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

11.14 Sales and Use Tax Exemption. Owner is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended.

11.15 Texas Public Information Act. To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Owner, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any information or data furnished to Owner whether or not the same are available to the public. It is further understood that Owner, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Owner, its officers and employees shall have no liability or obligation to Contractor for the disclosure to the public, or to any person or persons, of any software or a part thereof, or other items or data furnished to Owner by Contractor in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

11.16 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

11.17 Equal Opportunity in Employment. The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.18 Reports of Accidents. Within 24 hours after Contractor becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Contractor), whether or not it results from or involves any action or failure to act by the Contractor or any employee or agent of the Contractor and which arises in any manner from the performance of this Agreement, the Contractor shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Contractor shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Contractor, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Contractor's performance of work under this Agreement.

11.19 Relationship of the Parties. Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

11.20 Appropriation of Funds by Owner. Owner believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Contractor understands and agrees that the Owner's payment of amounts under this Agreement is contingent on the Owner receiving appropriations or other expenditure authority sufficient to allow the Owner, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

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

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

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof (Effective Date).

OWNER:

WILLIAMSON COUNTY, TEXAS,
a political subdivision of the state of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Date: _____

Party Representatives

Owner's Designated Representative ("ODR"):

_____
_____
_____
_____
Phone _____
Fax _____

Contractor's Designated Representative:

_____
_____
_____
_____
Phone _____
Fax _____

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.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person doing business with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4 **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

Form CIQ
Page 2

5

Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause conflict of interest:

7

Signature of person doing business with the governmental entity	Date

Signature not required if completing in BIDSYNC electronically.

Bidder References

List the last (3) companies or governmental agencies, where the same or similar goods and/or services as contained in this IFB package, were recently provided by Bidder.

Reference 1

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 2

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Reference 3

Client Name: Location:

Contact Name: Title:

Phone: E-mail

Contract Date To: Contract Date From: Contract Value: $

Scope of Work:

Question and Answers for Bid #1704-162 - CR 384 Low Water Crossing At Donahoe Creek

Overall Bid Questions
There are no questions associated with this bid.

Commissioners Court - Regular Session **33.**

Meeting Date: 05/09/2017

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
e) Mega Site

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:00 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2017 10:01 AM
Final Approval Date: 05/04/2017		

Commissioners Court - Regular Session **34.**

Meeting Date: 05/09/2017

Executive Session

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

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

1. Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss 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 real property for County Facilities.
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 CR 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.
t) Discuss the acquisition of real property for Crossroad Acres.
u) Discuss proposed acquisition of real property on CR 138.
v) Discuss proposed acquisition of real property at Highland Springs Lane.

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.
i) Discuss the improvements 175 CR 138 (Giesen tract).

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/04/2017 11:00 AM
Form Started By: Charlie Crossfield		Started On: 05/04/2017 10:00 AM
Final Approval Date: 05/04/2017		

Commissioners Court - Regular Session **43.**

Meeting Date: 05/09/2017

FY 18 Pre Recommendation Hearings

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

1:00 PM Hear from departments regarding FY 18 budget requests.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Wendy Coco	05/03/2017 11:39 AM
Form Started By: Ashlie Koenig		Started On: 05/03/2017 11:03 AM
Final Approval Date: 05/03/2017		